

UAW Local 2865 Bylaws

Article 1, Name

Section 1. This organization shall be known as Local #2865, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW).

Article 2, Constitution and Bylaws

Section 1. These bylaws shall in all respects be covered by and conform with the Constitution of the International Union, UAW.

Article 3, Fiscal Year

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

Article 4, Membership and Membership Meetings

Section 1. Membership in this Local Union shall be extended to all graduate students and those employees in titles that come under the jurisdiction of this Local Union.

Section 2. Membership shall be defined as members in good standing as defined in the Constitution of the International Union, UAW.

Section 3. At least one regular membership meeting shall be called yearly with additional meetings called as required, in compliance with the Constitution of the International Union, UAW. Notice of the meeting time and location shall be given to the membership by e-mail, and by posting on the Local Union website, at the Local Union offices, and on selected bulletin boards at all Campus Units at least fourteen (14) days in advance for special membership meetings and thirty (30) days in advance for regular membership meetings.

Section 4. A quorum for membership meetings shall consist of one hundred (100) members including members from at least fifty percent (50%) of the Campus Units of the Local.

Section 5. Special membership meetings may be called by order of the Joint Council, Executive Board, or upon written request from at least one hundred (100) members from at least fifty percent (50%) of the Campus Units of the Local. The notice provisions of Section 3 of this Article shall apply.

Section 6. Campus Units shall have monthly membership meetings.

Section 7. Membership meetings will be held only during a Campus Unit's academic year.

Section 8. Union dues are payable by members who are employed in positions represented by the Local. Union dues shall be 1.15% of gross pay per month.

Section 9. The initiation fee shall be set at ten dollars (\$10).

Section 10. Any member employed in the unit whose dues are not paid by the end of one (1) calendar month shall automatically be suspended, consistent with Article 16 of the Constitution of the International Union, UAW. Reinstatement will be granted to members in good standing and will require a reinstatement fee equivalent to the initiation Fee.

Section 11. All members in good standing will be granted full voting privileges.

Section 12. Disclosure of union documents will be provided to members in a timely manner upon request to the Executive Board, with the exception of some material pertaining to personnel information, membership lists, grievances and legal matters. For documents pertaining to bargaining, see Article 9, Bargaining Team, Section 4.

Section 13. Strikes may only be called in a Campus Unit, by a two-thirds (2/3) majority of those voting, per Article 50 of the Constitution of the International Union, UAW.

Section 14. Each member in good standing of this Local Union has the right to nominate and vote, express opinions on all subjects before the Local Union, to attend all membership meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; 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) A member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the Local or International Unions as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the International Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the International Union. 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.

(b) 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; to do all in its power to strengthen and promote the labor movement; to cooperate with its Regional Director, International Representatives and help promote organizational activities.

Article 5, Powers of Administration

Section 1. The membership is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution of the International Union, UAW or Local Union Bylaws.

Section 2. Between membership meetings or membership votes, the Joint Council shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership.

Section 3. Between meetings and votes of the Joint Council, the Executive Board shall exercise general administrative authority and shall be empowered to act on behalf of the Joint Council subject to subsequent approval of the Joint Council.

Section 4. Between meetings and votes of the Executive Board the President, in consultation with the appropriate officers and staff, shall exercise general administrative authority and shall be empowered to act on behalf of the Executive Board. All decisions taken by the President shall be subject to subsequent approval of the Joint Council or the Executive Board.

Article 6, Local Union Officers

Section 1. The elected Executive officers of the Local Union shall constitute the Local Union's Executive Board and consist of the following: President, two (2) Vice Presidents, Recording Secretary, Financial Secretary, Sergeant at Arms, Guide, and three (3) Trustees. The Executive officers shall be elected at large statewide, by simple majority of votes cast, for three (3) year terms.

(a) One Vice President shall be elected to service the northern campuses and one Vice President shall be elected to service the southern campuses. This Bylaws change shall take effect at the next triennial election.

Section 2. It shall be the duty of each elected Local Union official to fulfill her/his various duties faithfully as provided in the Constitution of the International Union, UAW and Local Union Bylaws, and in implementation of Campus Unit and Local Union plans.

Section 3. The President, two (2) Vice-Presidents, and the Financial Secretary shall be paid as a half time position, at an hourly rate, with health benefits and expenses, set by the Joint Council. Hourly rate is based on the actual hourly rate of a mid-scale TA at the Campus Units. The Local Union shall pay salaries unless paid by the University of California or the International Union, UAW. Officers may choose to decline their salary for any specified period of time.

Section 4. The President is responsible for the supervision of all staff, and shall be empowered to delegate whatever authority is necessary for efficient operation of the Local Union.

Section 5. In case of removal or resignation of the President, the Vice President who received the most votes will succeed to the Presidency. If the two Vice President positions are filled in a non-contested election or if the two Vice President positions are not filled during the same election cycle, the decision of which Vice President shall succeed to the Presidency, shall be determined by highest dues paying member percentage on her/his northern/southern campuses for the preceding month. If the Presidency becomes vacant during any month in which any campus is in summer break, then the Vice President with the highest dues paying member percentage in the preceding April shall succeed to the Presidency.

Section 6. If necessary for financial reasons, the Joint Council may suspend salaries and/or benefits of elected officers in the following order: the Vice President with the least votes or the lowest dues paying member percentage on her/his northern/southern campuses, followed by the other Vice President, followed by the President, followed by Campus Unit Chairs, by dues paying member percentage of Campus Unit from lowest to highest, followed by Financial Secretary.

Article 7, Executive Board

Section 1. The Executive Board shall hold regular monthly meetings. Additional meetings shall be held upon request of three (3) or more officers of the Executive Board. Except in emergency situations seven (7) calendar days notice of the meeting shall be posted on the Local Union website.

Section 2. A simple majority of the Local Executive Board shall constitute a quorum.

Section 3. Minutes will be taken of all Executive Board Meetings by the Recording Secretary and shall be available to the Joint Council and the membership upon request.

Section 4. All decisions and recommendations of the Executive Board are subject to approval at the next Joint Council meeting.

Section 5. It shall be the duty of the Executive Board to see to it that all policies formulated by the membership, Joint Council or the Executive Board are duly executed.

Section 6. The Executive Board shall decide upon requests by Campus Unit Chairs and Campus Recording Secretaries whether to advance a grievance to arbitration.

Section 7. Every member in good standing shall be permitted to be present and observe Executive Board meetings, with the exception of confidential personnel information, membership lists, grievances and legal matters. S/he shall not be entitled to vote and shall have a voice only when called upon.

Section 8. The Executive Board shall review each issue of the Local union paper, and the Local union website, and where necessary shall take steps to bring the contents and policy of the paper and website into conformity with the policy of the International Union, as per Article 29, Section 7 of the UAW Constitution.

Article 8, Joint Council

Section 1. The Local Union Joint Council shall consist of the Executive Board members of this Local, as well as the Head Stewards elected from each Campus Unit.

Section 2. Each Campus Unit will elect one (1) more than one (1) Head Steward for each two hundred (200) members in good standing in the Campus Unit, or major fraction thereof, with a maximum of the number of Head Stewards to which the Campus Unit would be entitled if all individuals employed in the Campus Bargaining Unit were members in good standing, and a minimum of two (2). Each Campus Unit will elect a Campus Unit Chair and a Campus Recording Secretary, who will serve as Head Stewards for the first four hundred (400) members of the Campus Unit. Head Stewards will be elected by a simple majority of votes cast at the Campus Unit.

Section 3. The membership of each unit shall be computed twice a year during the months of December and April. This computation is for the purpose of determining Campus representation to the Joint Council and apportionment of stewards. In the event that the computation would reduce the number of Joint Council representatives from a Campus Unit, that reduction will not take place until there is a Joint Council vacancy from that Campus Unit or the next recomputation, whichever is first.

Section 4. The officers of the Joint Council shall be the regularly elected officers of the Local Union.

Section 5. It shall be the duty of each member of the Joint Council to fulfill her/his various duties faithfully as provided in the Constitution of the International Union, UAW and Local Union Bylaws, and in implementation of Campus Unit and Local Union plans.

Section 6. The Joint Council shall call a regular quarterly meeting in October, January, April, and July at a location to be determined by the Joint Council at the previous meeting and posted on the Local Union website.

Section 7. The Local Union membership is guaranteed the right to appeal any decision of the Joint Council by a referendum vote of the membership. See Article 17, Referendum and Recall of the Local Union Bylaws for the procedure.

Section 8. Minutes will be taken of all Joint Council meetings by the Recording Secretary and shall be available to the Joint Council and the membership upon request.

Section 9. Every member in good standing shall be permitted to be present and observe Joint Council meetings, with the exception of confidential personnel information,

membership lists, grievances and legal matters. S/he shall not be entitled to vote and shall have a voice only when called upon.

Section 10. In no case shall any member of the Joint Council cast more than one vote.

Article 9, Bargaining Team

Section 1. The Campus Unit Joint Council Representatives will function as Campus Unit Bargaining Teams. If there is a Local Union Bargaining Team, Campus Unit Chairs and the Campus Unit Recording Secretaries will represent each Campus Unit on the Team.

Section 2. The Bargaining Team members must present initial bargaining demands and the final contract to the membership for ratification.

Section 3. Specific bargaining updates will be provided to the membership by the Bargaining Team following bargaining sessions. Such updates shall include a summary of any tentative agreements and issues still outstanding.

Section 4. Upon request, the Bargaining Team will decide by majority vote whether to release additional information and documents pertaining to bargaining.

Article 10, Stewards

Section 1. All members in good standing under the jurisdiction to be represented by the Steward shall be eligible to vote for the Steward.

Section 2. Each Campus Unit shall elect one Steward for every fifty (50) members in good standing, or major portion thereof, with a maximum of the number of Stewards to which the Campus Unit would be entitled if all individuals employed in the Campus Bargaining Unit were members in good standing, and a minimum of four (4). Each Campus Unit will determine the apportionment of its Stewards, but where possible Stewards should be allocated by hiring unit. The apportionment of Stewards shall take place simultaneously with the computation of membership that determines Campus Unit representation to the Joint Council, as described in Article 8, Section 3.

Section 3. Each Campus Unit will elect one (1) more than (1) Head Steward for each two hundred (200) members in good standing in the Campus Unit, or major fraction thereof, with a maximum of the number of Head Stewards to which the Campus Unit would be entitled if all individuals employed in the Campus Bargaining Unit were members in good standing, and a minimum of two (2). Head Stewards will serve as Joint Council representatives for the Campus Unit. Each Campus Unit will elect a Campus Unit Chair and a Campus Recording Secretary, who will serve as Head Stewards for the first four hundred (400) members of the Campus Unit. Head Stewards will oversee other Stewards.

Section 4. The Campus Unit Chair and Campus Unit Recording Secretary will be the first two Joint Council representatives for the Campus Unit. In addition to the duties of a head steward, the Campus Unit Chair shall have general administrative responsibility for the Campus Unit, and shall chair the Campus Unit Bargaining Team. In addition to the duties of a head steward, the Campus Unit Recording Secretary shall take minutes at Campus Unit meetings. The Campus Unit Chair will be paid as a half time position, at an hourly rate, with health benefits and expenses, set by the Joint Council. Hourly rate is based on the actual hourly rate of a mid-scale TA at the Campus Units. The Local Union shall pay salaries unless paid by the University of California or the International Union, UAW. Officers may choose to decline their salary for any specified period of time.

Section 5. All Stewards must attend a Local Union grievance handling training session prior to being the sole representative on any grievance.

Section 6. It shall be the duty of each elected Steward to fulfill her/his various duties faithfully as provided in the Constitution of the International Union, UAW and Local Union Bylaws, and in implementation of Campus Unit and Local Union plans.

Section 7. Campus Unit Chairs, Campus Unit Recording Secretaries, other Head Stewards, and Stewards will serve three (3) year terms.

Article 11, Standing Committees

Section 1. The Local Union shall have the following standing committees:

- Bylaws Committee
- Citizenship and Legislative Committee
- Civil Rights Committee
- Community Services Committee
- Conservation/Recreation Committee
- Consumer Affairs/Union Label Committee
- Education Committee
- Health and Safety Committee
- Women's Committee
- Veteran's Committee

Other Committees shall be established as needed by the Joint Council.

Section 2. Except for the Bylaws Committee, the Chairs of the Committees are elected by the members of the Committee. Committee meetings are open to all members.

Section 3. Committee meeting times and locations will be posted at least seven (7) days prior to the meeting time on the Local Union website. Except for the Bylaws Committee whose members are elected, the Joint Council shall appoint members to other committees. All Committee members are expected to attend meetings.

Section 4. These committees shall perform all duties assigned to them by the Constitution of the International Union, UAW, Local Union Bylaws, and such additional duties pertinent to the Committee as they may be directed to perform by the Joint Council.

Section 5. All Committees shall have attendance records and written minutes.

Article 12, Attendance

Section 1. Any member of the Joint Council, Executive Board, Bargaining Team, Stewards or any Committees of the Local Union will be removed from office if she/he misses two (2) of three (3) consecutive meetings of the same body, unless excused for cause by the Local Union Excuse Committee, which will be comprised of the members of the Executive Board. The terms for cause will be determined by the Excuse Committee. Members of the Executive Board requesting an excused absence may not serve on the Excuse Committee evaluating that request. Where a member is removed from office for failure to comply with the established attendance rules, s/he shall not be eligible to run for any elective position from which s/he was so removed for the remainder of the term of office except as a delegate to the International Constitutional Convention. If the decision of the excuse committee results in the removal of the officer, and that decision is overturned through the appeals process, the officer shall be made whole for all losses.

Article 13, Election Committees

Section 1. All Local Union elections, strike votes, and contract ratification votes shall be held under the supervision of a democratically elected election committee. The election committee shall be responsible for the publication of notice for nominations and elections, the verification of eligibility for candidates, the organization and supervision of election proceedings, and the counting of ballots.

Section 2. The election committee shall consist of one (1) member in good standing elected from each Campus Unit. The term of office for the election committee shall be one (1) year. The Chair of the election committee is elected by the members of the committee.

Section 3. A meeting of the general membership of each Campus Unit shall be called for the purpose of nominating and electing Local Union election committee members. Notice of these meetings shall be distributed at least seven (7) days in advance by e-mail, and by posting on the Local Union website, at the Local Union offices, and on bulletin boards at all Campus Units.

Section 4. All members in good standing shall be nominated automatically for the elections committee. Any member in good standing may accept nomination at a Campus Unit membership meeting called for the purpose.

Section 5. The election of election committee members at each Campus Unit shall be held immediately on the close of nominations. One (1) election committee member from each Campus Unit and one (1) alternate election committee member shall be elected by plurality within that Campus Unit.

Section 6. A vacancy on the election committee shall be filled by the alternate member of the election committee from that Campus Unit.

Section 7. Alternate members of the election committee shall assist in the conduct of the election as needed. The election committee may also recruit and supervise volunteers as needed to assist in the conduct of the election, including overseeing ballot boxes, conveying ballots from the polling place to the location where the ballot count is held, and counting ballots for Campus Unit Elections. In no case shall such volunteers be candidates for office in the election.

Section 8. No member or alternate member of the election committee shall be eligible to run for any office in any election that the committee supervises. In the event that a person serving as a member or alternate member of the election committee seeks an office, she or he must resign the position on the election committee prior to accepting nomination for that office.

Article 14, Local Union Elections

Section 1. Elections for Local Union officers, including the officers of the Executive Board and the Joint Council, shall take place in May 2002 and every three (3) years thereafter. Installation shall take place at the next Joint Council or Executive Board meeting following the election, except as otherwise authorized by the UAW International Executive Board.

Section 2. The members of the Local Union shall be notified promptly for nomination and election of Local Union officers. The notice shall be announced at Campus Unit membership meetings, and shall be distributed by e-mail, and by posting on the Local Union website, at the Local Union offices, and on selected bulletin boards at all Campus Units. The notice shall include the dates, times, and places of the election and possible run-off elections, the date and time of the close of the nomination period, and instructions for accepting nomination as described in this Article.

Section 3. All members shall be nominated automatically for all Local Union offices. Any member may accept nomination by submitting in writing a statement of acceptance to the Recording Secretary. The statement of acceptance shall state how his or her name should appear on the ballot. Each member accepting nomination may also submit a candidate statement of up to five hundred (500) words to the Recording Secretary.

Statements of acceptance and candidate statements may be submitted separately or together, and may be submitted in person, or by mail, e-mail, or fax. Statements of acceptance and candidate statements must be received by the Recording Secretary no later than ten (10) days after the notice for nomination. After the deadline on accepting nominations has expired, no election of write-in candidates shall be accepted. Election of all Local Union officers shall require a majority of the votes cast for the office.

Section 4. Candidate statements and sample ballots of eligible candidates shall be distributed simultaneously no later than seven (7) days before the election, by posting on the Local Union website, and at the Local Union offices. Candidate statements shall be made available during the election at each polling place.

Section 5. Apart from the resources described in this Article that are to be provided equally to all candidates, no other Local Union resources may be used by any candidate to campaign for Local Union office.

Section 6. The election shall be held no sooner than fourteen (14) days after the close of nominations. It shall be conducted by secret ballot, and balloting shall be conducted so as to afford all members a reasonable opportunity to vote. Every member must personally cast her/his vote.

Section 7. Upon the close of the polls, all ballots shall be conveyed promptly to one location for the ballot count, unless the ballot is only for Campus Unit representatives. The election committee shall count the ballots.

Section 8. Each candidate may designate one (1) member of the Local Union to be present at the ballot count as a challenger.

Section 9. Following each election, the election committee shall report in writing a canvas of the results of the election to the Joint Council and at Campus Unit membership meetings. No protests to election shall be considered unless raised within seven (7) days of the closing of the polls or at the next Joint Council meeting or Campus Unit membership meeting, whichever is later. A protest must either be in writing, or made at the Joint Council meeting. If written, the protest must be actually received by the Local Union recording secretary before the deadline.

Section 10. The membership may order a new election, either in acting upon a protest or in ratification of a recommendation of the election committee. In the event the membership should order a new election, the matter shall be submitted to the President of the International Union, UAW, in accord with the Constitution of the International Union, UAW.

Section 11. If any elected office other than President shall become vacant, that office shall be filled by election. If the vacancy occurs fewer than ninety (90) days but more than twenty-four (24) days before a regularly scheduled election, then the office shall be

filled at the regularly scheduled election; otherwise a special election shall be held to fill the office.

Section 12. A special election shall take place no later than forty-five (45) days after the office is vacated, except that no special election shall be held during the months of June, July, August, or September. If a position is vacated after April 15th but before August 16th, then the special election shall be scheduled for the month of October. The same policies and procedures shall apply to special elections and regularly scheduled elections.

Section 13. Acceptance of nomination is considered an automatic resignation of currently held positions. This does not apply to positions that can be concurrently held.

Section 14. Officers shall be sworn in at the bodies at which they serve. For example, Joint Council members shall be sworn in at either the Joint Council or campus membership meetings. Executive Board members shall be sworn in at Executive Board meetings or Joint Count meetings. Stewards shall be sworn in at the campus membership meetings. Any officer can be sworn in at the statewide membership meetings.

Article 15, Campus Unit Elections

Section 1. Election for Stewards shall take place by secret ballot.

Section 2. Election for Stewards shall be supervised by a democratically elected Campus Unit election committee. The chairperson of the Campus Unit election committee shall be the Campus Unit member of the Local Union election committee.

Section 3. The membership at each Campus Unit may determine its own election procedures for Stewards, consistent with the elections rules established by these bylaws and the Constitution of the International Union, UAW.

Section 4. Campus Unit elections shall take place only during a Campus Unit's academic year.

Article 16, Eligibility for Elected Office

Section 1. All candidates standing for elected office of the Executive Officers of the Local Union must be members and have been in continuous good standing for one (1) year prior to accepting nomination. The requirement for continuous good standing will be effective September 1st, 2001.

Section 2. All other candidates standing for elected office of the Local or a Campus Unit must be members and have been in continuous good standing for ninety (90) days prior to accepting nomination. The requirement for continuous good standing will be effective June 1st, 2001.

Article 17, Referendum

Section 1. A referendum vote of the membership may be held on any action of the executive board or the Joint Council. Such a referendum vote shall be scheduled within thirty (30) days from the presentation to the Recording Secretary of a valid referendum petition, except that no referendum vote shall be held during the months of June, July, August, or September. If a valid referendum petition is presented after May 1 but before September 2, then the referendum vote shall be scheduled for the month of October. The members shall be properly notified of the place, date, and time for any referendum vote at least fifteen (15) days prior to the vote.

Section 2. A valid referendum petition must clearly and specifically describe the action of the executive board or the Joint Council that is in question, and must be signed by twenty percent (20%) of the members in good standing, including members from at least fifty percent (50%) of the Campus Units.

Section 3. The referendum vote shall be by secret ballot. In order to repeal the action on which the referendum is held, at least thirty percent (30%) of the members in good standing must participate in the election, including members from at least fifty percent (50%) of the Campus Units. A two-thirds majority of ballots cast shall then suffice to repeal the action on which the referendum is held.

Article 18, Recall

Section 1. A Local Union officer against whom charges have been filed in accordance with the trial procedure established by the Constitution of the International Union, UAW may be suspended from office pending the outcome of the trial, by a two-thirds (2/3) vote of the Joint Council.

Section 2. A steward or Campus Unit representative to the Joint Council may be recalled by the members she or he represents for failure to perform the duties of the office. In order to recall a Steward or Campus Unit Joint Council representative, at least twenty-five percent (25%) of the members she or he represents must sign a valid recall petition, setting forth specific complaints of the Steward's or Campus Unit Joint Council representative's failure to perform the duties of the office, and must file such petition with the Local Union Recording Secretary.

Section 3. A special meeting for recall shall be held within thirty (30) days of the filing of such a petition, except that no such special meeting for recall shall be held in the months of June, July, August, or September. If a valid recall petition is presented after May 1 but before September 2, then the special meeting for recall shall be scheduled for the month of October. The members shall be properly notified of the place, date, and time of any special meeting for recall at least fifteen (15) days prior to the meeting.

Section 4. A two-thirds (2/3) vote of the members present at such a special meeting for recall shall be required to recall. Quorum for such a meeting shall be twenty-five percent (25%) of the members in good standing eligible to vote for the office in question.

Article 19, Appeals

Section 1. Consistent with the Constitution of the International Union, UAW, a member feeling her/himself aggrieved by any action, inaction or decision of the Local Union, Campus Unit, or one of its representatives must initiate her/his complaint or appeal within thirty (30) days of the time s/he is aware, or reasonably should have been aware of the action, inaction or decision. This appeal shall be made to the membership or delegate body immediately responsible for the official, officer action or decision under challenge.

Section 2. A member who files an appeal at the Campus Unit shall be able to appeal to the Local Union within thirty (30) days of the response of the Campus Unit.

Section 3. The Executive Board or Joint Council shall refer the matter to the Bargaining Team if it involves collective bargaining. Otherwise, the Executive Board or Joint Council shall, themselves, consider the matter.

Section 4. Whichever of these bodies the matter is referred to shall consult with the grievant and permit her/him full opportunity to be heard prior to making a decision.

Section 5. Within thirty (30) days of receiving notice of such decision, the grievant may appeal further by submitting her/his appeal to the Recording Secretary in writing for consideration by the membership at the next statewide membership meeting or Joint Council meeting, whichever is sooner.

Section 6. An appeal from the decision of the Local Union may be made to the International Executive Board of the UAW.

Article 20, Budgets and Finances

Section 1. The Joint Council shall decide budgets for the Local Union.

Section 2. The Joint Council shall issue budgetary guidelines for Campus Units, for such items as copying, flyers, postage and room rentals.

Section 3. The President and the Financial Secretary are authorized to approve expenditures of up to \$1000, and pay ordinary operating expenses of the Local Union. The President and Vice-Presidents will be reimbursed up to a maximum of \$150 per month for cell phone calls for Union business. A bill will be submitted on a monthly basis for reimbursement.

Section 4. A maximum of \$12,000 per year will be allocated for Kaiser midrange dependent coverage for dependents of UAW Local 2865 employees.

Section 5. Advance approval of the Joint Council is required for reimbursement of travel and related expenses. If approval is required before the next Joint Council meeting, the Executive Board shall have authority to approve.

Section 6. No agent or official of the Local Union or Campus Unit is authorized to execute a real estate lease, deed, service or maintenance contract or other long term agreement unless the proposed agreement has been reviewed by an outside expert or attorney and has been approved by the Executive Board.

Section 7. Reimbursement for per diem expenses when travelling on Union business shall be provided to elected Union officials as follows:

Hotel/Motel: All overnight hotel stays and hotel/motel rates must be approved by the Executive Board in advance, except in emergency situations. A person cannot be reimbursed for more than one room per night of stay.

Meals: when authorized to travel more than 100 miles from home or required to stay overnight (with the exception of meetings required by the bylaws) per diem reimbursement rate shall be 75% of the corresponding per diem rate paid by the international union.

Transportation: all travel must be approved by the Executive Board or President in advance. Tolls with original receipts will be reimbursed for authorized travel. Authorized travel by car exceeding 50 miles will be reimbursed at the IRS medical and moving mileage rate for mileage. Transportation to, or parking at, an airport will be reimbursed with receipt when traveling on Union business; the mode of transportation to and from the airport must be approved in advance. Airport parking will be reimbursed at the cost of the mid-range parking option; this rate will be determined by the Financial Secretary and President. Car rental for authorized travel will be reimbursed for a maximum of \$50 per day, plus the cost of gasoline, where there is a clear necessity for the rental. Rental cars must be on the UAW Buy List in order to be eligible for reimbursement. The cost of public transportation as an alternative to car travel will be reimbursed where necessary. Exceptions to any of these rates must be approved in advance.

Lost time: this is not paid except in cases where the Union's business cannot be done without loss of wages paid by the employer. In these cases, prior approval, including amount of wages and dates of lost time, must be granted by the Executive Board. Lost time will be paid at an hourly rate is based on the actual hourly rate of a mid-scale TA at the Campus Units.

Article 21, Local Union Employees

Section 1. The Executive Board may appoint and remove non-elected Local Union employees as necessary to carry on the business of the Local Union. All service and organizing staff must be members and have been in continuous good standing for a period of one (1) year. The requirement for continuous good standing will take effect on

September 1st, 2001. Requests for additional Campus Unit staff shall be made by Campus Unit Chairs to the Executive Board. Appeals of Executive Board decisions about staffing shall be made to the Joint Council.

Section 2.

(a) Local Union employees shall be paid at the following rates: Organizing staff shall be paid at the rate of a mid-scale TA. As of January 2010, the current salary for .5 FTE is \$5673.80/quarter and \$8252.80/semester.

Clerical staff shall be paid at the rate of a mid-scale Reader. As of January 2010, the current hourly rate for clerical staff is \$16.04.

The statewide office manager shall be compensated at a rate consistent with comparable unionized positions in the city the statewide office is located in. As of January 2010, the current annual salary is \$68,203.20.

This amount is subject to yearly wage increases equal to the percentage received by ASEs.

(b) If Educational and Registration fees are not covered by the University or another source, the cost of said fees shall be reimbursed on a monthly basis for all service and organizing staff and paid officers, upon submission of a receipt, at the level equivalent to what ASEs employed at 25% or higher receive in fee remissions from the University.

(c) If benefits are not covered by the employer or another source, the cost of GSHIP is reimbursed for all employees upon submission of a receipt. If GSHIP is not available, Local Union Employees may also receive a Kaiser Permanente Health Care plan of approximately equivalent price.

(d) Local Union Employees are employed for 10 months of the year with the exception of the Financial Secretary who will work 12 months of the year. Employees will be reimbursed for 2 weeks between July and September when they are not on payroll provided they are responsible for the duties of their campus offices for the summer months.

Section 3. No member may be employed at greater than 100% time for Local Union business.

Section 4. The Union observes the following days as holidays:

1. January 1
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in May (President's Day)
4. Last Monday in May (Memorial Day)
5. Fourth of July
6. First Monday in September (Labor Day)

7. November 11 (Veteran's Day)
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. December 24
11. December 25
12. December 31
13. Cesar Chavez Holiday, on the last Friday in March

Article 22, Delegates From Local

Section 1. All delegates to conventions of the International Union, UAW shall be chosen pursuant to Article 8 of the Constitution of the International Union, UAW.

Section 2. The Joint Council shall appoint delegates to Community Action Program state, county or city councils.

Article 23, Amendments

Section 1. Members may move to amend the bylaws in the membership or Joint Council meeting; the motion must be presented in writing and must set forth the amendment(s) sought. The motion shall be read to the meeting and referred to the Bylaws Committee, which will report to the succeeding membership or Joint Council meeting, whichever is sooner. The Notice of that meeting must contain a notice of the particular Bylaw amendments that will be considered. If approved by two-thirds (2/3) of those voting at this succeeding meeting the amendment shall be considered adopted. The Bylaws Committee will consist of one (1) member from each Campus Unit and shall be elected by the members of the Campus Unit for a term of one (1) year.

Article 24, Meeting Procedures

Section 1. Per Article 42 of the International Constitution, questions of a parliamentary nature shall be decided by Robert's Rules of Order.

Section 2. The following Order of Business is suggested, but it may be altered:

Roll call of officers
Reading of the minutes of the previous meeting
Report of Financial Secretary
Reports of officers, committees and delegates
General announcements and communications
Unfinished business
Good and Welfare
Does anyone know of a member out of work or in distress
New business
Closing

Article 25, General

Section 1. All Local Union Officers, Committees, Stewards and other members handling funds or other property of the Union shall, at the completion of their duties, turn over all papers, documents, funds, and/or other union property to the properly constituted Local Union Officers.