

**LOCAL 2000, U.A.W. BY-LAWS  
AS AMENDED SEPTEMBER 14, 2023**

**ARTICLE 1**

**NAME**

**Section 1.** This organization shall be known as the Avon Lake Amalgamated U.A.W. Local 2000, a Local of the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, affiliated with the U.A.W.

**ARTICLE 2**

**JURISDICTION**

**Section 1.** The jurisdiction of Avon Lake Amalgamated U.A.W. Local 2000 shall extend to and cover eligible members of all units within U.A.W. Local 2000, except those duly chartered by the International Union, U.A.W. or otherwise excluded by jurisdictional agreement.

**Section 2.** The purpose of this section is to identify the units within the amalgamated UAW Local 2000. In these by-laws the units shall be identified by number.

- (A) Unit 1 – Employees of Ohio Assembly Plant covered by the UAW Ford Master Agreement
- (B) Unit 2 – Nurses at Ohio Assembly Plant
- (C) Unit 3 – Employees of Leadec Industrial Services, Ohio Assembly Plant
- (D) Unit 4 – Employees of Source Providers, Inc., 1200 B Chester Industrial Parkway, Avon, Ohio 44011
- (E) Unit 5 – Employees of Detroit Chassis, 1200 Chester Industrial Parkway, Avon, Ohio 44011
- (F) Unit 6 – Employees of Autokiniton, 1190 Jaycox Road, Avon, Ohio 44011

**ARTICLE 3**

**OBJECTIVES**

**Section 1.** The objectives of this organization shall be to organize and unite into our organization, regardless of religion, race, color, sex, creed, political affiliation or nationality, age, disability, marital status or sexual orientation all workers under its jurisdiction – to act as the collective bargaining agent, to improve the working and general living conditions and to create a uniform system of higher wages and shorter hours.

**Section 2.** To educate our Membership in the history of the labor movement and to develop and maintain an intelligent and dignified Membership in the ranks of organized labor – to vote and work for the election of candidates and the passage of legislation in the interest of all labor to promote industrial unionism.

**Section 3.** To abide by the International Constitution, U.A.W. and By-Laws of the Local 2000, U.A.W.

## **ARTICLE 4**

### **MEMBERSHIP, ELIGIBILITY, DUES, INITIATION FEES, ETC.**

**Section 1.** The Local Union shall be composed of workers eligible for U.A.W. Membership according to the provisions of the International Union, U.A.W., of America.

**Section 2.** A Membership Card, Local By-Laws, a copy of the International Constitution, U.A.W. and a copy of the Unit(s) National and/or Local Agreements shall be provided and given to each Member as requested.

**Section 3.** The initiation fee shall be twenty-five dollars (\$25). Dues per month shall be two and one half (2 1/2) hours base rate of pay including cost of living. Any delinquent Member not considered in good standing shall be subject to a re-admission fee of twenty-five dollars (\$25).

**Section 4.** Dues, fines, penalties and refunds of dues or initiation fees shall be in accordance with the International Constitution, U.A.W.

**Section 5.** The By-Laws of this Local Union shall be subordinate to the International Constitution, U.A.W.

## **ARTICLE 5**

### **DUTIES OF MEMBERS**

**Section 1.** It shall be the duty of each Member to conscientiously uphold their obligation as a Member of the Local Union and the International Union, U.A.W.

**Section 2.** It shall be the duty of each Member, where eligible, to participate in all Local, State and Federal Elections through registration and balloting.

**Section 3.** It shall be the duty of each Member to render aid and assistance to other Members in case of illness, death, or distress and in every way conduct himself/herself as a loyal and devoted Member of the Local and International Union, U.A.W.

## **ARTICLE 6**

### **POWERS OF ADMINISTRATION**

**Section 1.** The highest authority of the Local Union shall be vested in the General Membership Meeting.

**Section 2.** Between the General Membership Meetings, the highest authority shall be the Local Union Executive Board.

**Section 3.** Between the meetings of the Executive Board, the administrative authority of the Local Union shall be vested in the President of the Local, subject to the approval of the Executive Board and the General Membership.

## ARTICLE 7

### **MEMBERSHIP MEETINGS**

**Section 1.** Local 2000, U.A.W. shall hold at least one (1) regular General Membership Meeting within the second week of each month; however, the meeting in either the month of July or August, or both, may be cancelled by majority vote of the Membership at the General Membership Meeting held in May or June of the same year. This does not pertain to a Special Membership Meeting which may be called by the Local Executive Board.

- (A) Exceptions to the time or date of a Regular Monthly Membership Meeting due to unforeseen difficulties may be changed by majority vote of the Executive Board or majority Membership vote at a previous Membership Meeting.

**Section 2.** A Special Membership Meeting may be called by majority vote of the Executive Board. The Membership must be duly notified of such meeting by mail or notification on Union bulletin boards in the plant. In case of dire necessity, the Membership shall be alerted verbally of any emergency meeting at the gates of the plant(s) and/or by Local radio station.

**Section 3.** No meeting shall last over two (2) hours except with the consent of a two-thirds (2/3) vote of the attending Membership.

**Section 4.** Any Member who attends a meeting in an intoxicated condition and/or creates a disturbance, or becomes unruly, shall lose voice and his/her right to vote at said meeting. Where necessary to maintain order, the Member may be evicted from the meeting by order of the Chairperson, subject to the challenge of the Membership. Flagrant or persistent violation of this section by any Member shall be considered conduct unbecoming a Union Member.

**Section 5.** All Members, if requested by the Guide or Sergeant-at-Arms, must present their union, Ohio Assembly, or photo ID card before being admitted into a Membership Meeting. If a Member is unable to present his/her card, he/she may ask to be identified by a Member prior to being admitted.

**Section 6.** A Member not in good standing with the Union shall not be allowed to attend a Membership Meeting without special permission from the Executive Board. A current list of delinquent Members shall be available at the sign-in table. (See duties of Local Officers.)

**Section 7.** A quorum shall be required for the transaction of business at any Membership Meeting.

- (A) General Membership and/or Unit 1 quorum shall consist of 60 members.
- (B) Unit(s) 2, 3, 4 and 5 Membership Meeting quorums shall consist of 3 members.

**Section 8.** All Members prior to entering a meeting shall sign an Attendance Roster which shall be kept as a Local Union record and becomes a part of the approved minutes of that meeting.

**Section 9.** To expedite business, the presiding Officer need not call for a motion or vote on routine bills and correspondence until all have been read.

There shall be a pause between each bill to give any Member an opportunity to question said bill. If there are no questions, the presiding Officer may state, "Bill to be paid," "Received and filed," or any other action necessary.

**Section 10.** Questions of parliamentary nature shall be decided by Roberts Rules of Order. A copy of which shall be made available at all meetings by the Recording Secretary.

**Section 11.** The order of business for Membership Meetings shall be in the following order: Pledge of Allegiance to the Flag; Roll-call of Officers and Committeepersons; Reading of the Minutes of the previous Meeting; Voting on applications and initiations of new Members; Reading of the Financial Secretary and Treasurer's Report; Recommendations of the Executive Board to the Membership; one-half (1/2) hour discussion of shop problems; Good and Welfare discussion; Report of the President; Reports of Officers, Committeepersons and Delegates; Communications and Bills; Unfinished Business; New Business; A moment of silence or a silent prayer in respect for our ailing or deceased Members; Adjournment; Drawing. These rules may be temporarily suspended or amended by the Membership.

**Section 12.** Notice of all meetings shall be posted on Union bulletin boards in the plant(s) by the Recording Secretary, at least seven (7) days in advance of the meeting, unless an emergency has arisen.

**Section 13.** The President may, for just cause, request any elected or appointed Official to be present on the rostrum.

**Section 14.** A copy of each month's financial report, together with a copy of each month's General Membership Meeting minutes, shall be placed in a loose-leaf binder which shall be kept at the Local Union Office and at the monthly Membership Meetings and shall be available, upon written request to the Recording Secretary, for inspection by any Member of the Local Union.

**Section 15.** Departmental Meetings shall be scheduled by the Unit Chairperson at the request of twenty-five percent (25%) of the department. The meeting shall be held within ten (10) days of such notification.

**Section 16.** No alcoholic beverages will be served or allowed in the hall before or during any meetings.

**Section 17.** A twenty-five dollar (\$25) drawing will be held immediately after adjournment of each Regular Monthly General Membership Meeting. Stubs must be filled out and placed into a box prior to the start of the Membership Meeting. Winner must be present to win.

**Section 18.** A fifty-dollar (\$50) drawing will be held immediately following the twenty-five dollar (\$25) drawing. This drawing will be held when at least two hundred (200) members are contributing at least two dollars (\$2) per month to the UAW V-CAP Program.

## ARTICLE 8

### EXECUTIVE BOARD

**Section 1.** Local 2000, U.A.W. shall have the following elected Executive Board Officers: President, First Vice-President, Second Vice-President, Recording Secretary, Financial Secretary, Treasurer, Sergeant-at-Arms, Guide, three (3) Trustees, and Retirees' Member-at-Large. Each elected Executive Board Officer shall have voice and vote at Executive Board Meetings.

**Section 2.** The duties of the Executive Board Officers of Local 2000, U.A.W. shall be as prescribed in the Constitution of the U.A.W., International Union, with the following additions:

- (A) The Executive Board shall meet at least once a month prior to the regular monthly General Membership Meeting. The President shall notify all Executive Board Members at least three (3) days prior to the meeting.
- (B) Special Executive Board Meetings may be called by the President or at the request of at least six (6) Executive Board Members.
- (C) It shall be the duty of the President or Acting President to see that all Executive Board Members are duly notified of all Executive Board Meetings verbally, by mail, or by plant bulletin boards.
- (D) Any Member of Local 2000, U.A.W. may appear before the Executive Board for any action or business he/she may wish to call to the attention of the Executive Board by applying to the Recording Secretary, in writing, requesting to be heard. The Recording Secretary shall, within three (3) days, notify said Member of time and place of the next Executive Board Meeting.
- (E) Among the obligations and responsibilities of the Executive Board Officers is the responsibility to attend all scheduled meetings as outlined in Article 21 of these By-Laws and the International Constitution, U.A.W.
- (F) A majority of the Local Union Executive Board shall constitute a quorum.
- (G) It shall be the duty of the Executive Board to see that all Committees function properly and to alert the Membership in the event there is a laxity of a Committee or Member. (See Article 21 of the Local Union By-Laws.)
- (H) It shall be the duty of the Executive Board, in accordance with the International Constitution, to review each issue of the Local Union paper prior to publication; and, where necessary, shall take steps to bring the contents and policy of the paper into conformity with the policy of the International Union, U.A.W.
- (I) The Executive Board shall have the authority to direct payment of all current monthly bills of the Local Union.

- (J) Line of succession shall be as follows: President, First Vice-President, Second Vice-President, Recording Secretary, Financial Secretary, Treasurer, Chairman of the Trustees, the other two (2) Trustees by vote, Sergeant-at-Arms and Guide.
- (K) Unit Chairpersons and Unit Bargaining Committee persons shall be allowed to attend all Executive Board Meetings with voice, but no vote.

## **ARTICLE 9**

### **DUTIES OF EXECUTIVE BOARD OFFICERS**

#### **Section 1. PRESIDENT**

The duties shall be as defined in the Constitution of the U.A.W. and the following:

- (A) Shall preside at all meetings; enforce the Local Union By-Laws and the Constitution of the International Union, U.A.W.
- (B) Shall call to order the first meeting of each newly-elected committee so that such committee may elect its Chairperson and Secretary so as to proceed upon its own course;
- (C) Shall be a member ex officio of all standing committees, except the Election Committee and the Trial Committee; and
- (D) Shall, immediately following the Installation Ceremony, read Article 21 of the Local Union By-Laws to all elected and appointed officials of the Local Union.
- (E) The President or Acting President shall be a full-time assignment and, while performing the duties of the office, the weekly compensation shall be equal to one-fifty-second (1/52) of an International Rep's annual base pay. Compensation shall be paid as follows:
  - (1) Compensation shall be any combination of Company pay, retirement pay and/or Social Security benefits pay.
  - (2) The Local Union shall then contribute the remaining amount to bring the compensation in line with the stated weekly wage.

He/She shall be entitled to all profit sharing and performance bonuses on all eligible wages provided by the Local Union. These wages will be based on those formulas and percentages provided by the UAW National Ford Department.
- (F) While on approved Medical Leave, the President or Acting President shall be entitled to receive sick benefits as any other Member working in the plant. Payment shall be made as follows:

- (1) Ford Motor Company provides compensation in compliance with the U.A.W. National Agreement; and,
- (2) The Local Union shall then contribute 60% of the compensation as defined in Article 9, Section 1, Subsection (E)(2) of these By-Laws.
- (3) The provisions of this Subsection will take effect upon the installation of the new Officers following the May, 2002 Election.

**Section 2. FIRST VICE-PRESIDENT**

The duties shall be as defined in the Constitution of the U.A.W. and the following:

- (A) Shall assume the duties of the President during the absence or incapacity of the President and when the President wishes to relinquish the Chair to discuss an issue;
- (B) Shall assist in preserving order and shall aid in conducting local ceremonies; and
- (C) Shall succeed to the Presidency in the event of a vacancy in that Office.

**Section 3. SECOND VICE-PRESIDENT**

The duties shall be as defined in the Constitution of the U.A.W. and the following:

- (A) Shall assist in preserving order at all Membership Meetings; and
- (B) Shall diligently protect the general well-being of all its Members regardless of race, color, sex, creed, nationality, political affiliation, religion, age, disability, marital status or sexual orientation.

**Section 4. RECORDING SECRETARY**

The duties shall be as defined in the Constitution of the U.A.W. and the following:

- (A) Shall keep the correct minutes of each General Membership and Executive Board Meeting in a loose-leaf binder which shall be available for the Membership's inspection upon written request to the Recording Secretary;
- (B) Shall read and preserve all documents and correspondence;
- (C) Shall post all elections, Membership Meetings and all other important notices;
- (D) Shall maintain a permanent attendance record of the Membership and Executive Board Meetings;
- (E) Shall be authorized two (2) days lost time per month to conduct their duties as outlined in the Constitution, U.A.W.; and

- (F) Shall make available a copy of all call letters to each Executive Board Member prior to the regular Executive Board Meeting.

**Section 5. FINANCIAL SECRETARY**

The duties shall be as defined in the Constitution, U.A.W. and the following:

- (A) Shall, on demand of the Local Executive Board, Trustees or Membership, produce his/her books for examination and audit;
- (B) Shall give a written financial report at each monthly Executive Board Meeting and at all regular monthly Membership Meetings of Local 2000, U.A.W. The report shall conform to the guidelines set forth by the International Union, U.A.W. A report of itemized expenses shall be available to all Members during normal office hours;
- (C) Shall not hold more than fifty dollars (\$50) in petty cash to meet immediate demands. Must keep an exact itemized report of petty cash spent and have all receipts for same;
- (D) Shall make all payments duly authorized;
- (E) Shall have all checks and vouchers properly filled in before they are countersigned;
- (F) Shall determine eligibility of all candidates for Office and provide an updated and valid list of eligible voters;
- (G) Shall be required to make available at each monthly meeting a list of all delinquent Members; and
- (H) Shall be a full-time assignment compensated by the Local Union as follows:
  - (1) He/She shall receive a weekly wage of fifty-two (52) hours straight-time pay. His/Her schedule shall be a minimum of forty (40) hours per week. Compensation shall be any combination of retirement pay and/or Social Security benefits pay to bring the compensation in line with the stated weekly wage.
  - (2) His/Her hourly rate shall be equivalent to the rate of pay for the classification last held in the plant.
  - (3) For the purposes of determining rate of compensation, he/she shall be allowed to change his/her classification to one in which he/she would be the successful seniority bidder if he/she were, in actuality, an active employee in his/her Unit. It should be noted that it is the responsibility of the Financial Secretary to monitor the bids opening in his/her Unit and to respond during the same time constraints as an active employee.
  - (4) He/She shall receive compensation equivalent to the negotiated items in the Master Agreement between Ford Motor Company and the U.A.W. providing:

- (5) (a) COLA, annual improvement factors, paid holidays, Christmas bonus, profit-sharing, performance bonuses on all eligible wages, including any investment bonuses to TESPHE, 401k, etc., as stated in the UAW/Ford Master Agreement. Profit sharing and performance bonuses will be based on those formulas and percentages provided by the UAW National Ford Department.
  - (b) He/She shall receive vacation pay in accordance with his/her seniority eligibility with any unused vacation paid "in lieu."
  - (c) He/She shall receive comparable hospital-surgical-medical-drug-dental-vision expense-accident and sickness-accidental death and dismemberment and life or other insurance benefits.
- (I) While on approved Medical Leave, the Financial Secretary shall be entitled to receive sick benefits as any other Member working in the plant. Payment shall be made as follows:
- (1) From the proceeds of the Accident & Sickness insurance policy as noted in Article 9, Section 5, Subsection (H)(4)(c) of these By-Laws; and,
  - (2) The Local Union shall then contribute an additional amount to bring the Accident & Sickness compensation to equal 60% of the total wages as defined in Article 9, Section 5, Subsection (H)(1) of these By-Laws.
  - (3) The provisions of this Subsection will take effect upon the installation of the new Officers following the May, 2002 Election.

**Section 6. TREASURER**

The duties shall be as defined in the Constitution, U.A.W. and the following:

- (A) Shall certify the validity of each check, in relation to the Membership's recommendation for approval, before countersigning; and
- (B) Shall duly avail himself/herself at least twice a week to perform such duties as outlined in the International Constitution, U.A.W.

**Section 7. SERGEANT-AT-ARMS**

The duties shall be as defined in the Constitution, U.A.W. and the following:

- (A) Shall be responsible for the checking of the General Membership attendance and assisting in maintaining order at Local Union Meetings;
- (B) Shall be available at least one-half (1/2) hour prior to each General Membership Meeting to assist the Guide in setting up the meeting facilities;

- (C) Shall have available for inspection a current copy of delinquent Members (copy to be supplied by the Financial Secretary); and
- (D) Shall be responsible for monthly General Membership drawing (as defined in Article 7, Section 17 of these By-Laws).

**Section 8. GUIDE**

The duties shall be as defined in the Constitution, U.A.W. and the following:

- (A) Shall assist in maintaining order and shall introduce visitors to the Chairperson;
- (B) Shall be available at least one-half (1/2) hour prior to each General Membership Meeting to assist the Sergeant-at-Arms in setting up the Meeting facilities; and
- (C) Shall be responsible to see that the United States, Ohio and the U.A.W. flags are displayed at membership meetings.

**Section 9. TRUSTEES**

Their duties shall be as defined in the Constitution, U.A.W. and the following:

- (A) Shall post on the plant(s) Union bulletin boards:
  - (1) Bids for all Local Union property to be sold; and
  - (2) Bids for work to be performed at the Local Union property.
  - (3) The period of bidding will be a minimum of seven (7) days.

All bids are to be placed in a sealed envelope and delivered to the Local Union Hall and not opened until the bidding period has ended. All bids will be taken to the Executive Board and Membership unless previously approved; and

- (B) Shall make available all Local Union records for inspection to any Local Union Member, provided a specific written request is addressed to the Chairperson of the Trustees or the Recording Secretary.
- (C) The Trustees shall elect their own Chairperson.

**ARTICLE 10**

**NOMINATIONS AND ELECTIONS**

**Section 1.** The Local Union election for Executive Board Officers, Unit Chairpersons, Unit Bargaining Committeepersons, and Unit District Committeepersons/Stewards and/or other Unit Representatives for three (3) year terms, shall take place by secret ballot during May. Installation shall take place at the regular monthly General Membership Meeting following the election.

**Section 2.** Elections will be conducted in accordance with the International Constitution and guided by the U.A.W. International Union's published pamphlet, "The Guide for Local Union Elections". At least seven (7) calendar days shall elapse between the deadline date of nominations to the election. At least seven (7) calendar days, but not to exceed fifteen (15) calendar days, shall elapse between the election and the run-off election.

**Section 3.** Notification for all nominations, elections and possible run-offs, shall include the following information:

- (A) Specified date the election shall be conducted (one day – 24 hours, Tuesday, Wednesday or Thursday, only);
- (B) Hours polls shall be open;
- (C) Place of voting;
- (D) A predetermined one (1) day run-off date;
- (E) The Election Committee Chairperson's name, Union Office phone number and address; and
- (F) The Offices (positions) open for nomination and election.
- (G) Executive Board positions shall be elected from all Units within Local 2000, U.A.W. Unit Chairpersons, Unit Bargaining Committeepersons and Unit District Committeepersons / Stewards and/or other Unit Representatives shall be elected by their respective Units.

**Section 4.** All eligible Members of Local 2000, U.A.W., shall stand automatically nominated for:

- (A) Any one (1) Local Union Executive Board office or within their respective Unit, Unit Chairperson, or Unit Bargaining Committeeperson or Unit District Committeeperson / Stewards or other Unit Offices, providing they have been a Member in continuous good standing for a period of one (1) year immediately prior to the deadline date for the acceptance of nominations.
- (B) Members who anticipate to accept any of the aforementioned nominations may indicate their intentions of Office they seek by individually notifying the Chairperson of the Election Committee by written notice in person or by mail to the Local Union Hall, postmarked no later than midnight on the deadline date of nominations. A candidate shall be permitted the right to submit in writing his or her commonly known name, including his or her nickname as desired to appear on the ballot. Nominations received by mail shall not be opened by the Election Committee until after deadline of the nomination date.
- (C) Nominations for the General Triennial Elections for Executive Board Officers, Unit Chairpersons, Unit Bargaining, Unit District Committeepersons/Stewards and other Unit Offices shall be scheduled to commence the first Monday after the 12th day of April of the General Election year and continue thereon for seven (7) consecutive calendar days.

- (D) Nominations for the election of Delegates to any U.A.W. International Convention(s) and the filling of vacancies that occur on our Local Union Executive Board or Unit Bargaining Committee between any General Triennial Elections shall be held on a seven (7) day acceptance period in compliance with the provisions of our International Constitution, U.A.W. and Local By-Laws.
- (E) No member shall be eligible for more than one (1) elective office in the General Election, with the exception of the Skilled Trades Chairperson/Committeeperson, in accordance with provisions of Section 4(A) of this Article.
- (F) In the event of an election to fulfill a vacancy on the Executive Board, any potential candidate who presently holds an Executive Office shall resign their present Office at least fifteen (15) days prior to nominations so as to permit the nominations and election of candidates for both Offices during the same election.
- (G) No member shall hold more than one (1) elected office simultaneously with the exception of the Skilled Trades Chairperson/Committeeperson.

**Section 5. NOMINATIONS AND ELECTIONS OF ELECTION COMMITTEE**

- (A) Nominations for a standing Election Committee consisting of nine (9) Members shall take place at the February General Membership Meeting.
- (B) The Election Committee shall be democratically elected by secret ballot at the March General Membership Meeting, for an immediate three (3) year term.
- (C) They shall conduct all Local Union elections, ratifications and strike votes for the period of three (3) years. Failure to fulfill these obligations can result in the removal from the Election Committee by recommendation of the Executive Board with approval of the Membership.
- (D) Candidates receiving the next highest votes for Election Committee shall act as alternates to fulfill Election Committee vacancies.
- (E) The Election Committee shall be responsible for the election of its own Chairperson, Co-Chairperson and Recording Secretary.
- (F) The duties of the Election Committee shall be to act as checkers and tellers and make other arrangements including mandates or recommendations from the International Constitution, U.A.W., Local By-Laws and Membership.
- (G) No candidate in any election shall be a member of the Election Committee having supervision over such election.
- (H) No protest to an election shall be considered unless raised within seven (7) days of the closing of the polls or at the next General Membership Meeting, whichever is later.

- (I) Seven (7) Members present and signing Attendance Roster at the February General Membership Meeting shall be appointed by the President and approved by the Membership to conduct the election of the Election Committee.

**Section 6. UNIT 1 SKILLED TRADES COMMITTEE**

For the purpose of this section, the current Agreements between Ford Motor Company and Local 2000, U.A.W. shall constitute what a Skilled Trade is.

- (A) The Committee shall be made up of one (1) representative from each Skilled Trade, elected by his/her trade for a term of three (3) years.
- (B) The Skilled Trades Chairperson/Committeeperson shall be elected solely by majority vote, only by Skilled Trades Members for a term of three (3) years.
- (C) The election for Skilled Trades Representatives shall be held concurrent with the Local 2000 General Elections.
- (D) The Skilled Trades Chairperson/Committeeperson shall be an Automatic Delegate to Skilled Trades Sub-Council #3, Skilled Trades Conventions and chairs the Local Skilled Trades Committee.
- (E) The Skilled Trades Committee shall be convened when necessary, at the Unit Chairperson's discretion. Prior approval for lost time shall be obtained from the Executive Board and the Membership.

**Section 7.**

- (A) All records pertaining to elections, including ballots and notices, shall be preserved by the Election Committee for one (1) year after each election, in a sealed container, unless there is an appeal; then, the ballots will be preserved indefinitely until the appeal is finally resolved. When voting machines are used which do not automatically print tally sheets, the requirements for preserving of ballots shall be met by having the final totals copied from the machines onto sheets of paper and certified as accurate by the Election Committee. Any challengers who are present during the counting shall sign their names to these sheets for verification of same.
- (B) The use of Public Accountants, if necessary, or the use of voting machines shall be approved by the Membership.
- (C) Each candidate shall have the right to have one (1) Local Union Member as challenger present when the votes are cast and tabulated, providing a written request is submitted to the Chairperson of the Election Committee not less than one (1) hour prior to the opening of the polls.

Challengers shall be shown every courtesy and have the right to inspect all voting equipment, machinery or material prior to the election polls being opened. They shall also be advised of all methods, systems and procedures in effect and shall have the

right to see that the Election Committee is properly safeguarding all ballots and election machinery, equipment and material.

- (D) The day prior to voting when preliminary preparations for setting up and guarding voting machines is necessary, only the Election Committee Chairperson and Co-Chairperson shall be compensated for lost time.
- (E) Any form of campaigning, campaign literature or alcoholic beverages shall not be allowed in and about the voting place or within one hundred feet (100') of the entrance of the polls. Violation of this section shall be considered conduct unbecoming a Union Member, subject to Constitutional Trial Procedure.
- (F) Copies of election regulations shall be posted in a prominent position in the voting area and members of the Election Committee shall make themselves acquainted with same.
- (G) There shall be one (1) polling place for General Elections, Executive Board Officers, U.A.W. Constitutional Convention Delegates, Unit Chairpersons, Unit Bargaining, Unit District Committeepersons/Stewards and other Unit Offices.
- (H) Positions on the ballot shall be drawn by lot, in the presence of all available candidates or assigned authorized Members at a special meeting after the deadline date of nominations for the General Election of Candidates at the Local Union Hall. Each Candidate shall retain their original assigned ballot number in the event of a run-off. Candidates or their selected authorized persons who are not present at this meeting shall have their ballot position drawn by the Election Committee Chairperson.
- (I) Members must present their Ohio Assembly ID Card, or other suitable photo identification (Driver's License, etc.) at the time of voting.
- (J) A list of Retirees and Members on sick leave, who do not appear on the check-off list, shall be furnished to the Election Committee by the Financial Secretary.
- (K) **Procedure for Limited Absentee Balloting**

The procedure that may be adopted by the Local Union, U.A.W. prior to nominations in any election in which such rules would apply, is as follows:

- (1) A Member who will be away from his/her Local Union during the entire period of an election or ratification vote
  - (a) on a work assignment for his/her employer
  - (b) on Local Union business

may apply for an absentee ballot by filing with his/her Local Union by mail (registered or certified), or in person, a signed statement that he/she will be away from his/her Local Union for the entire period of the election or ratification vote, on a work assignment by his/her employer or on Local Union business. Such statement or request must be filed with the Local Union in sufficient time for the

Member to secure a ballot and re-deposit same with the Local Union prior to the start of the election or ratification vote.

- (2) Upon such certified application, the Local Union shall immediately provide the Member with a ballot and two envelopes, one return-addressed. The Member shall place his/her marked ballot in the unmarked envelope and enclose it in the return-addressed envelope.
  - (3) The ballot, as indicated, may then be presented to the Local Union in person or as contained in the return-addressed envelope returned by mail (registered or certified). However, under either circumstance, the ballot must be received by the Local Union before the start of the election or ratification vote.
- (L) Any voter spoiling or defacing his/her ballot shall return it to the Election Committee who shall immediately mark it "VOID" in his/her presence and then issue him/her a new ballot. Voided ballots shall be preserved indefinitely until the appeal is finally resolved.
  - (M) By secret ballot is meant the expression by ballot, voting machine or otherwise, but in no event by proxy, of a choice with respect to any election or vote taken upon any matter, which is cast in such a manner that the expressing of such choice cannot be identified with the choice expressed.
  - (N) Any ballot which clearly indicates the intentions of the voter shall be considered valid. However, where a ballot bears any indication of defacing, it shall be void.
  - (O) Where a Member has voted for more candidates than are permitted for the Office, or if for any reason the Member's vote for a particular Office is declared invalid, the Member's vote for that Office shall not be counted. However, this shall not affect the validity of the remainder of the ballot.
  - (P) Any voter in line at the polls at the time of closing will be permitted to vote.
  - (Q) All qualified Members, regardless if they voted at the original election, shall be entitled to vote in a run-off election.
  - (R) Election for all Local Union Executive Board Officers and Unit Chairpersons shall require a majority of the votes cast for that Office. Election for both Unit Bargaining Committeepersons, Unit District Committeepersons/Stewards and other Unit Offices shall require a plurality of votes cast for the Office.
  - (S) In the event a candidate receives less than fifteen (15) votes differential, his/her challenger must immediately submit a written request for a recount, which will be at no expense to the candidate. In the procedure of a recount, only the protested Office shall be recounted.
  - (T) All ballots must be issued to the Members at the specified place of voting by the Election Committee.

- (U) Election of Executive Board Members, Unit Chairpersons, Unit Bargaining Committeepersons, Unit District Committeepersons / Stewards, Unit Skilled Trades Chairperson/Committeeperson, and other Unit Offices and all Retiree Chapter Offices shall be held simultaneously.
- (V) Voters shall be allowed a five (5) minute limit in the voting booth to cast their ballots.
- (W) Name or names of Candidate(s) running for Union office shall not be used for the purpose of election campaigning literature without the written consent of the individual involved. Violation of this section shall be considered conduct unbecoming a Union Member, subject to Constitutional trial procedure.
- (X) Election Procedure for Delegates for the Regular U.A.W. Constitutional Convention
  - (1) Delegates shall be elected by simple plurality vote and only the immediate runners-up shall be utilized as alternates and/or observers by a ratio of one (1) runner-up for the first four (4) elected Delegates. When there are five (5) or more Delegates, not more than two (2) Alternate Delegates shall be authorized. They shall be selected, as such, by their acquired Membership votes.
  - (2) Election for Delegates to U.A.W. Constitutional Convention shall be scheduled so as to make the results available at least twenty-one (21) days prior to the opening of the Convention.

## **ARTICLE 11**

### **COMMITTEES**

**Section I.** Local 2000, U.A.W. shall have the following appointed Standing Committees:

- (A) Constitution and By-Laws - nine (9) Members
- (B) Union Label - seven (7) Members
- (C) Educational - seven (7) Members
- (D) Community Services - seven (7) Members
- (E) Citizenship and Legislative (C.A.P.) - as per Membership quota
- (F) Conservation and Recreation - nine (9) Members
- (G) Civil Rights - seven (7) Members
- (H) Retirees - seven (7) Members
- (I) Women's - nine (9) Members

- (J) Consumer's Affairs - seven (7) Members
- (K) Motorcycle - nine (9) Members
- (L) Organizing - nine (9) Members
- (M) Newspaper - nine (9) Members
- (N) Veterans - seven (7) Members
- (O) Chaplaincy - seven (7) Members

Alternates to the above Committees shall be appointed on a ratio of one (1) alternate per three (3) regular Committee Members. Alternates shall attend meetings with voice but no vote unless substituting for a regular member.

**Section 2.** All Standing Committees shall be appointed by the President within two (2) calendar months following the General Election, subject to the approval of the Membership, except the Election and Trial Committees.

**Section 3.** All Committee Chairpersons shall keep a complete financial itemized record and turn in all monies each month to the Financial Secretary. These accounts shall be audited with the other accounts of the Local Union.

**Section 4.** Each Standing Committee shall consist of at least one (1) Executive Board Officer, except the Election Committee and the Trial Committee.

**Section 5.** The above Committees shall perform all duties assigned to them by the International Constitution, U.A.W. and By-Laws; and, such additional duties as they may be directed to perform from time to time by the Executive Board or Membership.

**Section 6.** Upon failure of a Standing Committee member to abide by reasonable rules of the Committee or the responsibilities vested in him/her by the International Constitution, U.A.W. and By-Laws, he/she shall be removed by the President, with Membership approval. Any removal shall remain in force for the duration of the unexpired term of the Local Union Office, but said removal can be appealed to the Membership Body.

**Section 7.** All Committee Chairpersons are to make a report to the Local Executive Board prior to submitting a report to the Membership.

**Section 8.** Among the obligations and responsibilities of all Committee Members is the responsibility to attend all scheduled Committee Meetings as outlined in Article 21 of these By-Laws and the International Constitution, U.A.W.

**Section 9.** The Chairpersons of each Standing Committee shall convene his/her Standing Committee at least once every two (2) months, without pay and/or lost time.

**Section 10.** The quorum for each Standing Committee shall consist of three (3) Members or more.

**Section 11.** All Standing Committee requests shall be submitted to the Local Executive Board prior to submitting a request to the Membership.

## **ARTICLE 12**

### **EXPENSE RATES AND WAGES**

**Section 1.** The local union shall pay a representative or member lost time only when that representative or member is performing necessary duties for and on behalf of the local union during a time for which he/she would otherwise be compensated by the employer. The amount of lost time should never exceed the amount which the local union representative or member would otherwise have received from his/her employer for the same period of time for which he/she is being compensated by the local union. A member performing authorized services for the Local shall be compensated for the time lost from regular scheduled work at his/her regular rate of pay, to include appropriate premiums and all negotiated contractual items. All members shall be entitled to profit sharing and performance bonuses on all eligible wages provided by the Local Union. Profit sharing and performance bonuses will be based on those formulas and percentages provided by the UAW National Ford Department. Any member who has refused overtime during five (5) days of the previous seven (7), without sufficient cause, shall be limited to a maximum of eight (8) hours per day lost time.

**Section 2.** Regular lost time shall be authorized by the Membership. In the event an emergency arises between General Membership Meetings that necessitates an Officer, Officers, Member or Members having to represent the Local Union, the Executive Board shall be given the power, on behalf of the Local Union, to authorize the proper representation with the necessary expenditures and time in accordance with the Local By-Laws. However, in no case shall the Executive Board be empowered to transact any business that may affect the vital interest of the Local Union until such emergency action is first approved by the Membership.

**Section 3.** Lost time vouchers shall be presented not later than thirty (30) calendar days after such loss of time and, upon Membership approval, shall be paid promptly. All errors or pay shortages must be declared within thirty (30) days after initial lost time vouchers are submitted.

### **Section 4. TRAVEL DAYS**

When a Member is authorized by the Membership or the Executive Board to perform Union Business out of town, that Member shall be allowed lost time as stated in Article 12. Travel days will be determined by the Financial Secretary and as follows:

- (A) Over two hundred fifty (250) miles from the Local Union Hall the Member shall be allowed two (2) days travel, one (1) going and one (1) returning;
- (B) Over one hundred (100) miles, but not over two hundred fifty (250) miles from the Local Union Hall, that Member shall be allowed one (1) day travel;
- (C) One hundred (100) miles or less from the Local Union Hall, no travel day will be permitted.

### **Section 5. TRANSPORTATION**

The Local 2000, U.A.W. Financial Secretary will determine the most economical transportation between driving and flying.

- (A) If flying is more economical, the Financial Secretary will purchase the airplane ticket using the most economical flight practical, which is not to exceed coach air fare. The plane ticket receipt must be brought back to the Financial Secretary. Upon submission of proper receipts to the Financial Secretary, the following charges will be reimbursed: Transfer charges between the airport and hotel and back to the airport shall not exceed forty dollars (\$40) each way, airport parking, up to thirty dollars (\$30) per day, airline baggage fee (up to two (2) bags), turnpike tolls and miscellaneous related parking charges.
- (B) If driving is more economical, a mileage rate will be paid, not to exceed the rate established by the International Union, U.A.W. When more than one Member is required to drive to the same meeting, and they travel together, only the driver will be given the mileage rate. Gas receipts from the city in which the conference/event is held, toll and parking receipts must be brought back to the Financial Secretary. Where the word "mile" is used, it is to mean the most practical route from the Local Union Office.

#### **Section 6. LODGING**

When a Member is required to perform Union Business out of town and is required to stay overnight, the lodging charges will be paid by the Financial Secretary at a single room occupancy rate or one-half (1/2) of a double room rate if shared with another Member. All such charges must be justified by the Delegate upon his/her return with an itemized statement.

#### **Section 7. DAILY TRAVEL ALLOWANCE**

When a Member is required to perform Union Business out of town:

- (A) The delegate shall be paid a daily per diem allowance using the I.R.S. "Per Diem Rate" as published in I.R.S. Publication 1542 for the city or area in which the business is being conducted, provided the I.R.S. rate does not exceed the rate established by the International Union, U.A.W. The allowance for travel days will be paid at twenty dollars (\$20) per day.
- (B) In cases where all meals are provided (Black Lake, Summer School, etc.), an allowance of eight dollars (\$8) per day will be paid.
- (C) Under twenty (20) miles one way from the Local Union Office, no Per Diem Allowance will be paid.

**Section 8.** Tellers appointed under the provisions of Article 10, Section 5(I) shall be compensated any lost time incurred.

**Section 9.** Either the President or Acting President shall receive the sum of thirty-five dollars (\$35) per scheduled week for expense allowance for performing full-time duties of President.

**Section 10.** The Unit 1 Chairperson shall receive the sum of fifty dollars (\$50) per month as a regular monthly expense allowance. Unit 2, Unit 3, Unit 4 and Unit 5 Chairpersons shall receive the sum of thirty-five dollars (\$35) per month as a regular monthly expense allowance. Unit 6 Chief Steward shall receive the sum of thirty-five dollars (\$35) per month as a regular monthly expense allowance.

**Section 11.** The Local 2000, U.A.W. Recording Secretary shall receive the sum of thirty-five dollars (\$35) per month as a regular monthly expense allowance.

**Section 12.** The Local 2000, U.A.W. Financial Secretary shall be a full-time assignment and shall be paid one hundred dollars (\$100) per month as a regular monthly expense allowance.

**Section 13.** The Local 2000, U.A.W. Treasurer will be paid a regular monthly expense allowance of twenty-five dollars (\$25) per month.

**Section 14.** The Chairperson of Local 2000, U.A.W. Retirees Chapter will be paid the sum of twenty-five dollars (\$25) per month as a regular monthly expense allowance.

**Section 15.** When the dues paying Membership is reduced to one thousand two hundred (1,200) or less, the provisions of Sections 9, 10, 11, 12 and 13 above are to be reduced fifty percent (50%). When the dues paying Membership again is above one thousand two hundred (1,200), the provisions of Sections 9, 10, 11, 12 and 13 above are to be reinstated in full.

**Section 16.** Local Members, authorized by the Membership to work full time on Local Union Business, shall receive fringe benefits equal to contractual Company fringe benefits.

**Section 17.** All proposed social or recreational functions submitted to the Membership shall include an estimated maximum cost before being approved by the Membership.

**Section 18.** Any donation by the Local Union shall require a two-thirds (2/3) majority vote of the Membership present and shall not exceed three hundred dollars (\$300). Requests exceeding three hundred dollars (\$300) must be made in writing and have concurrence of the International Region #2B, U.A.W. Director.

**Section 19.** Upon the death of a Local Union Member, a floral wreath or memory quilt and a Bible expressing sympathy will be available to the deceased Member's family. A choice of floral wreath, Bible or memory quilt will be available to the Member upon the death of a member of his/her immediate family. Immediate family is meant to include any member of the family that entitles a Member to receive Bereavement Pay from the Company. The expenditure for flowers or memory quilt is not to exceed seventy five dollars (\$75), excluding telegrams and delivery charges.

**Section 20.** Any purchases or contracts in excess of five hundred dollars (\$500) shall be determined by at least three (3) separate competitive bidders before decisive Membership action is taken. Sealed competitive bids shall be mandatory.

**Section 21.** There will be one (1) annual social event each year. The Membership shall have the right to cancel the event for economical reasons. This expenditure is to be paid, in its entirety, from our Local Union's Recreation Fund. The Recreation Committee will be allocated one dollar and fifty cents (\$1.50) per Member to be used on door prizes. The Local Union Financial Secretary will

determine the average by taking the average number of Members' dues that had been forwarded to the International Union, U.A.W. in the previous twelve (12) months prior to the annual event.

**Section 22.** There shall be allocated fifty cents (\$.50) per month of each Member's present regular monthly dues to be specifically used as a "Building and Maintenance Fund."

**Section 23.** The Recreation Committee shall present a budget, no later than the January Executive Board Meeting, to be approved by the Executive Board and the Membership. All requests for Recreation Fund allocations must be submitted to the Local Union Recording Secretary at least thirty (30) days prior to league play.

- (A) Only registration fees for Regional or National UAW sponsored tournaments will be considered.
- (B) All sporting teams will be eligible for up to three hundred dollars (\$300) per team. Each UAW sponsored league is eligible for up to three hundred dollars (\$300) to be used for administrative costs, etc. To be eligible for Recreation Funds all teams must consist of members or spouses of members of Local 2000, U.A.W.
- (C) Basketball teams must have at least twelve (12) Members; softball teams must have at least fifteen (15) Members; all other teams/leagues must have at least twenty (20) Local Union Members to be considered for allocation of Recreation Funds.
- (D) No additional expenses will be incurred or considered by the Local Union or its representatives.

**Section 24.** The Local Union, a non-profit organization, shall not be responsible for any fees, fines or lawsuits instituted against any Officer or Member who willfully violates any Federal, State, County, City or Labor Law that would involve Local 2000, U.A.W.

**Section 25.** In the event the Local is out on strike, all Officers' and Members' expense allowances and wages shall be suspended immediately for the duration of the dispute.

**Section 26.** A lady's or man's pocket or wristwatch shall be presented by the Local Union to a Retiree within thirty (30) days after pension enrollment in the U.A.W.-Company Retirement Plan.

**Section 27.** It shall be the responsibility of the President to hire such office help as may be required, subject to the approval of the Local Union's Executive Board.

**Section 28.** During periods of temporary down weeks where the company does not pay a Benefits Representative, the Local Union will pay wages at up to forty (40) hours per week to a Benefits Representative to perform his/her duties at the Local Union Hall.

## **ARTICLE 13**

### **UNIT 1 & 2 DELEGATES TO COUNCILS AND CONVENTIONS**

**Section 1.** The President and Unit Chairperson(s) shall be automatic Delegates to the National Ford Council. Any additional credential delegates shall be determined from the Bargaining Committee

by highest vote acquired in the last General Election, and shall be compatible with the By-Laws of the National Ford Council. Number of Delegates to Sub-Councils shall be in line with the By-Laws of the Sub-Council. Fraternal or Alternate Delegates shall be in accordance with Article 10, Section 7(X) of the Local By-Laws. The President and Unit Chairperson(s) shall be automatic delegates to Sub Council #2. Any additional delegates will be determined from the Bargaining Committee by the highest vote acquired from the last General Election, and shall be compatible with the By-Laws of Sub Council #2.

**Section 2.** The President shall, with the concurrence of the Membership, appoint all C.A.P. Council Delegates.

**Section 3.** The Skilled Trades Chairperson shall be an automatic Delegate to the Sub-Council 3 and Skilled Trades Conventions. Alternate Delegate shall also be from Appendix D.

**Section 4.** Any Member serving as Delegate of the Local Union must meet the attendance requirements as outlined in Article 21, Sections 1 and 2. Those Members must give an oral report at the next scheduled membership meeting or submit a written report to the U.A.W. Local 2000 Recording Secretary to be forwarded to the Newspaper Committee. Failure to comply will disqualify that Delegate as a potential Delegate to future conferences. This includes all elected and appointed officials.

**Section 5.** In accordance with Sub-Council 3 By-Laws, an officer of Sub-Council 3 (President, Vice President or Secretary/Treasurer) elected by this Sub-Council 3 who loses his/her status as a regular delegate shall be entitled to serve the remainder of his/her term as officer.

## ARTICLE 14

### **BY-LAWS CHANGES AND AMENDMENTS**

**Section 1.** These By-Laws shall be amended, altered or revised only to conformity with the following procedures:

- (A) A resolution or motion, in writing, calling for amendment, alteration or revision shall be presented and read to a General Membership Meeting. This resolution shall contain article and section to be considered for change.
- (B) The resolution or motion shall then be referred to the By-Laws Committee and shall be reported out by said Committee at the next General Membership Meeting, together with the recommendations of the By-Laws Committee. It shall take two-thirds (2/3) vote to consider the amendment approved by the Local Union Membership.
- (C) The Local 2000 Recording Secretary shall notify the Membership at least seven (7) days in advance of meeting of any proposed By-Laws changes that will be reported out by the By-Laws Committee.

**Section 2.** The By-Laws of the Local Union shall at all times be subordinate and subject to the provisions of the Constitution of the International Union, U.A.W., as such Constitution now exists or

may, from time to time, hereafter be altered or amended; and, in the event of any conflict, the Constitution of the International Union, U.A.W. shall govern.

**Section 3.** Two (2) copies of these By-Laws or any additions, alterations or revisions shall be submitted to the Regional Director for submission to the International Executive Board for approval.

## **ARTICLE 15**

### **CHARGES AND EXPULSIONS**

**Section 1.** A Member may be brought up on charges for the following reasons, or any other cause, as is provided for in the International Constitution, U.A.W.:

- (A) Making false statements against a Brother or Sister Member.
- (B) Obtaining or converting unlawfully, money or property belonging to the Local Union or any subdivision thereof.
- (C) Failure to uphold the International Constitution, U.A.W. and Local By-Laws or interest of the Local or its Members.
- (D) Becoming a strike breaker or giving the Company information concerning the Local's interest.
- (E) Attempting to illegally use the powers of any Committee or Office for personal gain.
- (F) Obtaining membership through fraudulent means or by misrepresentation.
- (G) Instituting, urging, or advocating that a Member of the Local Union institute action in a court against the Local or any of its Officers or Members without first exhausting all remedies through the forms of appeal of the Local and International Union, U.A.W.
- (H) Any Officer or Member who shall write, or cause to be written, circulate, or cause to be circulated, any false or slanderous report or statement concerning the policy of this Local Union or any of its Officers or Members who shall perform, or cause to be performed, any act derogatory to the interest of this organization shall be penalized as provided in the International Constitution, U.A.W.
- (I) Any Member who is disorderly, intoxicated or gambling around the voting polls shall have charges preferred against him/her and be tried in accordance with the International Constitution, U.A.W.
- (J) Any member convicted of any one or more of the above offenses may be reprimanded and/or suspended.

## ARTICLE 16

### TRIALS OF LOCAL UNION MEMBERS

**Section 1.** Trials of Local Union Members shall be as prescribed in the Constitution of the International Union, U.A.W.

**Section 2.** A Member who has been listed as delinquent by the Local Union's Financial Secretary may appeal such ruling to the Local Union Executive Board. In such cases it shall be permissible for the Executive Board to set up a Fact Finding Sub-Committee of at least five (5) Executive Board Members to hear such appeal and make recommendations to the Membership for determination of such appeal. This procedure is not a trial within the meaning of the International Constitution, U.A.W.; it is merely an administrative device for the purpose of gathering the facts upon which the Membership can make a ruling.

## ARTICLE 17

### APPEALS

**Section 1.** Any person or persons dissatisfied with the action or decision of the Local Union, or any representative thereof, other than the action or decision of the Membership of the Local Union, shall take his or her appeal or complaint to the Local 2000, U.A.W. Recording Secretary within sixty (60) days as permitted by the International Constitution, U.A.W.

**Section 2.** The Executive Board shall refer the matter to the Bargaining Committee if it involves collective bargaining; otherwise, the Executive Board shall consider the matter itself.

- (A) Whichever of these bodies the matter is referred to shall consult with the grievant, permit him/her full opportunity to be heard, and reach a decision.
- (B) Within thirty (30) days of receiving a notice of such decision, the grievant, if wishing to appeal further, shall submit his/her appeal to the Local 2000, U.A.W. Recording Secretary, in writing, for consideration by the earliest possible General Membership Meeting.
- (C) The grievant, if dissatisfied with the lower tribunal, may then seek recourse by the next tribunal in authority, in accordance with the International Constitution, U.A.W.

## ARTICLE 18

### STRIKES

**Section 1.** Strikes shall be called or terminated only in strict conformance with the International Constitution, U.A.W.

**Section 2.** A Strike Committee shall be established. It shall consist of the duly elected Executive Officers, Unit Chairpersons, Unit Bargaining and Unit District Committeepersons/Stewards, all other Unit(s) Elected Representatives, all Standing Committees and all appointed Union Officials.

**Section 3.** In the event of a strike, it shall be the duty of each Member to perform his/her strike duties as directed by the Strike Committee, or be subject to penalties as provided in the International Constitution, U.A.W.

**Section 4.** No other type balloting shall take place during the period of a strike vote.

## ARTICLE 19

### UNIT(S) BARGAINING COMMITTEE

#### **Section 1. DUTIES OF UNIT CHAIRPERSON**

The duties are defined as follows:

- (A) Shall be the Chairperson of his/her Unit Bargaining Committee, responsible to the President, Executive Board and the Membership.
- (B) Shall be responsible for the day-to-day operations of his/her Unit.
- NEW: (C) The Unit 1 Chairperson shall include the Skilled Trades Chairperson/Committee Person in Skilled Trades second-stage grievances and above.
- NEW: (D) The Unit 1 Chairperson shall include Skilled Trades Chairperson/Committee Person in Skilled Trades related local negotiations.
- (E) Shall give direction to the Bargaining Committeepersons, District Committeepersons and other such appointed Officials as may be assigned to his/her Unit. He/she shall be responsible to fill any absences occurring within his/her Unit, as provided for by the By-Laws of UAW Local 2000.
- (F) In the event the Unit Chairperson is absent:
  - (1) Unit 1 – The Member of the Unit 1 Bargaining Committee having received the highest number of votes in the last General Election shall serve as Unit Chairperson during his/her absence.
  - (2) Unit 2 – An Alternate Chairperson may be appointed by the Chairperson.
  - (3) Unit 3 – An Alternate Chairperson may be appointed by the Chairperson.
  - (4) Unit 4 – The Vice Chairperson shall replace the Chairperson during his/her absence.
  - (5) Unit 5 – The day shift Committeeperson will replace the Chairperson in his/her absence.
  - (6) Unit 6 – The Vice Chief Steward shall replace the Chief Steward in his/her absence.

- (G) Shall make recommendations of appointments to the President of the Local Union concerning the respective Unit and that Membership.

**Section 2. UNIT BARGAINING AND UNIT DISTRICT COMMITTEES**

- (A) The Unit(s) Bargaining Committees shall be composed of as follows:
  - (1) Unit 1 – Four (4) Members, the Unit Chairperson and three (3) Bargaining Committeepersons.
  - (2) Unit 2 – Chairperson
  - (3) Unit 3 – Chairperson and shift Steward(s)
  - (4) Unit 4 – Chairperson, Vice-Chairperson, Recording Secretary and Steward(s)
  - (5) Unit 5 – Chairperson, two (2) Committeepersons and two (2) Alternates.
  - (6) Unit 6 – Chief Steward, Vice Steward, Recording Secretary, Skilled Trades Representative and Steward(s).
- (B) The Unit Bargaining and Unit District Committees shall be authorized to bargain with the Members of Management on all in accordance with the Grievance Procedure of the Contract and Local Ratified Agreements.
- (C) The Unit 1 Bargaining Committee shall include Skilled Trades Chairperson/Committee Person in Skilled Trades second stage grievances and above.
- (D) It shall be the responsibility of the Unit Bargaining and Unit District Committees to keep records of all grievances and dispositions of same.
- (E) When the initial stage of a written grievance is instituted, the aggrieved shall receive a signed receipt including the identification grievance serial number from the attending Committeeperson. When final disposition is made on a grievance, a disposition notice, in duplicate, will be signed by either the Unit Bargaining or Unit District Committeeperson, according to the stage of the grievance, one (1) copy to be given to the aggrieved, if requested, the other retained on record in the Local Union files.
- (F) Notice will be posted on plant and Union bulletin boards on a monthly basis of all grievance dispositions.
- (G) It shall be the duty of each Committeeperson to investigate and write Health and Safety complaints on all accidents leading to injury in his/her assigned District and to report immediately his/her findings to the Health and Safety Representative in his/her Unit.
- (H) Temporary vacancies due to any form of absenteeism in the Unit(s) Bargaining Committee shall be temporarily filled by:

- (1) Unit 1 – The Unit Bargaining Committee Chairperson, by highest vote acquired in the last General Election, from the full time original group of Unit District Committeepersons.
  - (a) Temporary vacancies in the Unit District Committee shall be filled temporarily by the immediate runner-up in the Unit District Committee, when possible.
- (2) Unit 2 – As designated by the Unit Chairperson.
- (3) Unit 3 – Temporary vacancies shall be filled by the Elected Alternates.
- (4) Unit 4 – Temporary vacancies shall be filled by the Elected Alternates.
- (5) Unit 5 – Temporary vacancies shall be filled by the Elected Alternates.
- (6) Unit 6 – Temporary vacancies shall be filled by the Elected Alternates.
- (I) Permanent vacancies in Unit 1 Bargaining Committeepersons/District Committeepersons shall be filled by:
  - (1) A permanent vacancy in the Unit Bargaining Committee shall be filled by an election within sixty (60) calendar days by secret ballot in accordance with Article 10, Sections 2 and 3 of these By-Laws.
  - (2) A permanent vacancy in the Unit District Committee shall be filled by an election within sixty (60) calendar days by secret ballot in accordance with Article 10, Sections 2 and 3 of these By-Laws.
- (J) Among the obligations and responsibilities of all Unit Bargaining Committeepersons and Unit District Committeepersons is to attend all scheduled meetings as outline in Article 21 of these By-Laws and the International Constitution, U.A.W.

**Section 3.** In case of a reduction in force (temporary or permanent) the seniority status of Unit Bargaining Committeepersons shall be determined by the highest vote acquired in the last General Election; the seniority status of Unit District Committeepersons shall also be determined by the highest vote acquired in the last General Election, with the exception of the Skilled Trades Chairperson/Committeeperson who is covered by the National Agreement. All Unit District Committeepersons shall be reduced before any Unit Bargaining Committeeperson(s) is affected.

- (A) Local Unit Bargaining and Unit District Committeepersons shall retain, during their term of office, all contractual negotiated rights and privileges implied by Local and National Agreements.
- (B) In the event of a temporary layoff which requires a reduction of a Unit Bargaining Committeeperson(s) the retention shall be determined by the highest vote acquired in the last General Election.

**Section 4. PROCEDURE FOR RECALL OF UNIT BARGAINING AND UNIT DISTRICT COMMITTEEPERSONS**

- (A) A Unit Bargaining or Unit District Committeeperson may be recalled by the Members he/she represents for failure to perform the duties of his/her Office.
- (B) A vote on the question of recalling a Unit Bargaining or Unit District Committeeperson may be initiated by a petition setting forth the reasons why the recall is sought and signed by at least twenty-five percent (25%) of the current Members working under the jurisdiction of the Unit Bargaining or Unit District Committeeperson. However, a determination must first be made by the Local Union President or Executive Board, within fifteen (15) days of receipt, that a valid petition for recall has been presented before a meeting to recall may be scheduled.
- (C) Twenty-five percent (25%) of the current Members working under the jurisdiction of the Unit Bargaining or Unit District Committeeperson must be present at the Recall Meeting to establish a quorum.
- (D) A two-thirds (2/3) vote of those present and voting is necessary to recall. NOTE: The petition requirement and quorum requirement must be the same percentage figure.
- (E) Upon a Unit Bargaining or Unit District Committeeperson being recalled by his/her District(s), the President shall be required to convene a Special Membership Meeting of the respective Unit within fifteen (15) days to consider the recall.
- (F) Each page of the petition shall carry an identical caption setting forth specifically the nature of the alleged offense or offenses of the accused Committeeperson's failure to perform the duties of his/her Office.
- (G) The Local 2000 Recording Secretary, upon receiving a validated petition from the Local Union President or the Executive Board shall, within one (1) week, notify all Members represented by the protested Committeeperson, by mail, addressed to their last known home address. This notice shall stipulate the time, place and details of the specific complaints, at least seven (7) days in advance of the scheduled Recall Meeting.
- (H) The Local 2000 Recording Secretary, upon receiving such petition, shall notify the protested Committeeperson by registered mail at least seven (7) days prior to the scheduled Recall Meeting, addressed to his/her last known home address, stipulating time, place and specific details of complaint.
- (I) Upon such Recall Meeting being held, the complaints contained in the valid petition shall be read to the Members present. The Committeeperson to be recalled and any of his/her constituents shall be given ample opportunity to thoroughly discuss such complaints prior to a secret vote being taken.
- (J) The Executive Board Members shall conduct the secret recall vote and, upon immediate tabulation, shall disclose the results.

- (K) Such scheduled Recall Meeting shall transpire regardless if waived by the protested Committeeperson. Any appeal shall be made directly to the Unit Membership within sixty (60) days.
- (L) Soliciting of recall petitions shall not conflict with established Company rules. NOTE: Reference to "Committeeperson" above refers to Unit Chairpersons, Unit Bargaining Committeepersons and Unit District Committeepersons/Stewards and or other Unit Elected Offices.

## **ARTICLE 20**

### **RETIREES**

#### **Section 1.**

- (A) In accordance with the International Constitution, U.A.W. Retired Members of Local 2000 shall formulate a Local Union Retired Workers Chapter.
- (B) Members of this Chapter shall hold regular monthly meetings.
- (C) They shall enact By-Laws consistent with, and subject to, the approval of the International Union, U.A.W.
- (D) This Retirees Council shall have one (1) Delegate per each one thousand (1,000) Retired Members, if approved by the International Executive Board.
- (E) Each Local Union shall be entitled to at least one (1) Retiree Delegate designated by the President.
- (F) The Retired Workers Chapter shall elect a Retired Member to be a Member of the Local Executive Board with voice and vote. This election shall be pursuant to the International Constitution, U.A.W. He/She shall only be permitted to vote on matters specifically related to Local Union administration policy.
- (G) He/She shall not have the right to vote in elections conducted pursuant to the International Constitution, U.A.W.
- (H) As outlined in the International Constitution, U.A.W. our Local President or his/her designee shall serve as a Member of the Governing Board of the Local Union Retired Workers Chapter, with voice and vote.
- (I) Local 2000 will cover dinner expenses for the annual Local 2000 Christmas party. Expenses will cover dinner for each Local 2000 retiree with one (1) guest.

## ARTICLE 21

### ATTENDANCE REQUIREMENTS

**Section 1.** The attendance requirements (regardless of a quorum) of all elected and appointed positions and standing committees of this Union are as follows:

- (A) They shall attend two (2) of three (3) General Membership Meetings; and,
- (B) Shall attend two (2) of three (3) meetings involving their Office or position; or,
- (C) Have a reasonable excuse which shall be presented and accepted by the Membership at the next scheduled General Membership Meetings; or
- (D) Upon late arrival to the Membership Meeting, (General or special), all Officers (elected and/or appointed) must report to the Local 2000, U.A.W. Recording Secretary immediately to be checked off on the Roll Call of Officers.

**Section 2.** The above rules also apply to all appointed positions that must have the approval of the International Union, U.A.W. subject to the provisions of the International Constitution, U.A.W.

**Section 3.** Failure to comply with the above attendance rules shall result in automatic removal from their elected office and they shall not be permitted to run for any elective office for the balance of the term of office from which they were removed, except as a delegate to the International Convention.

**Section 4.** A member who holds an internationally appointed position who fails to comply with the above attendance rules shall be referred to the U.A.W. National Ford Director.

## ARTICLE 22

### GENERAL MISCELLANEOUS

**Section 1.** The fiscal year of Local 2000, U.A.W. shall begin with the first day of the month of January of each year and end with the thirty-first day of December of the same year.

**Section 2.** Wherever in these By-Laws a pronoun is used it refers equally, where the reference is applicable to any and all members, in the singular and in the plural.

**Section 3.** Any elected Member of the Local Executive Board, Unit Bargaining or Unit District Committees, appointed Standing Committees, or any U.A.W. appointed Representative shall immediately notify the Executive Board in the event they make application for any Company supervisory position.

**Section 4.** An emergency arising within the Local between General Membership Meetings shall be interpreted as an unforeseen combination of circumstances which call for immediate decisive action by a two-thirds (2/3) vote of the Local Union Executive Board. Such action must be subsequently presented to the Membership with complete details.

**Section 5.** Any resale of Local Union equipment shall be advertised on in-plant Union bulletin boards. Bids must be open for at least fifteen (15) days and the equipment sold only to the highest sealed bidder.

**Section 6.** All newspaper and radio news releases pertaining to Local Union activities shall be authorized by the President.

**Section 7.** No elected official of Local 2000, U.A.W. may hold a full-time appointed position in the Local Union for which he/she receives any remuneration from the Company.

- (A) No full-time appointed official who receives any remuneration from the Company may hold an elected position within Local 2000, U.A.W.

**Section 8. COLLECTIONS**

- (A) In the event of a Member's death, this collection will supersede all other scheduled collections.
- (B) To be eligible for a collection, a Member must be on approved medical leave for at least sixty (60) calendar days.
- (C) Additional collections in the same twelve (12) month period will be subject to the approval of the Executive Board.
- (D) Emergency collections other than the above must be subject to approval of the Executive Board.

**Section 9. RATIFICATION PROCEDURE**

Local Unit ratification procedure will be conducted to permit each unit to vote separately on those agreements specific to their unit. Absentee balloting as outlined in Article 10, Section 7(K).

**ARTICLE 23**

**LEASES AND LONG-TERM AGREEMENTS**

**Section 1.** No agent or official of Local 2000, U.A.W. 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 approved by the Local Union Executive Board.

\* \* \*