

CAPS, UAW Local 1115 Bylaws

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Adopted September 10, 2025

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Article 1, Name

 This organization shall be known as the California Association of Professional Scientists, Local 1115, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (CAPS, UAW Local 1115).

Article 2, Constitution and Bylaws

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

Article 3, Membership

- 1. Membership in this Local Union shall be extended to all workers who fall under the jurisdiction of this Local Union.
- 2. Membership shall be defined as members in good standing as defined in the Constitution of the International Union, UAW, including those who have submitted a Local 1115 membership card and who are current in their dues. The following shall also retain their good standing:
 - a. members on any authorized leave
 - b. members who are contesting the termination of their employment, until such time as they are reinstated or the matter is resolved
 - c. members on layoff subject to recall
- 3. The Units of the Local Union shall be:
 - a. Rank-and-File Unit (Unit 1) includes rank-and-file members who are employees in a State Civil Service classification within Bargaining Unit 10 and a collective bargaining designation of rank-and-file (R 10 or U 10).
 - b. Supervisor Unit (Unit 2) includes supervisor members who are employees in a State Civil Service classification related to Bargaining Unit 10 and designated as supervisory (S 10).
 - c. Manager Unit (Unit 3) includes manager members who are employees in a classification related to Bargaining Unit 10 and designated as management (M 10), exempt (E 10) or otherwise excluded from coverage of the Ralph C. Dills Act, or who promotes into or is appointed to such classification.

4. Each Unit will be composed of districts. The Districts of the Local Union shall be defined by worksite zip codes:

Rank-and-File Unit

District 1 - Southern California (zip codes 90000 - 93199)

District 2 - Central California (zip codes 93200 - 94002, 95004 - 95399, and out of state)

District 3 - Sacramento Area (zip codes 95600-95894)

District 4 - Bay Area (zip codes 94003 - 95005)

District 5 - Northern California (zip codes 95400-95599, 95899-96161)

Supervisor Unit

District 6 - Sacramento Area (zip codes 95600-95894)

District 7 - Remainder of the State (all other zip codes not covered by District 6)

Manager Unit

District 8 - Statewide (all zip codes)

District and Unit shall be used for internal organizational structure of the Local Union.

- 5. Honorary membership may be provisioned for meritorious service to the Local Union or for distinguished public service to the labor movement. Honorary members shall not pay initiation fees, dues or other charges and shall have no voice or vote in the Local Union or be eligible for other member rights or benefits. Such membership shall be approved by the Joint Council and may be revoked for cause.
- 6. Union dues are payable by members who are employed in positions represented by the Local Union, in accordance with the 2024 CAPS-UAW Affiliation Agreement.
 - a. Beginning April 1, 2025, dues shall be 1.44% of gross straight time monthly income for members with the right to strike, and 1.095% for members without the right to strike, subject to a cap of \$79 per month.
 - b. Beginning April 1, 2026, dues shall be 1.44% of gross straight time monthly income for members with the right to strike, and 1.095% for members without the right to strike, subject to a cap of \$100 per month.

- c. Beginning April 1, 2027, dues shall be 1.44% of gross straight time monthly income for members with the right to strike, and 1.095% for members without the right to strike, subject to a cap of \$150 per month.
- d. Beginning January 1, 2028, dues shall be 1.44% of gross straight time monthly income for members with the right to strike, and 1.095% for members without the right to strike.
- 7. The initiation and reinstatement fee shall be ten dollars (\$10).
- 8. 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 Union as an organization, 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.

Violations or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, shall be considered conduct unbecoming of a union member.

9. The membership shall strive to obtain the objectives set forth in the Constitution of the International Union, UAW, and additional objectives as established by 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 4, Membership Meetings

- 1. All members in good standing may attend membership meetings.
- At minimum, one regular statewide membership meeting shall be called yearly, with additional meetings called as required, in compliance with the Constitution of the International Union, UAW.
- 3. Special meetings of the members may be called by the Joint Council, Executive Board, or shall be held upon a petition of five percent (5%) of the members of the membership from each District (calculated from March membership rolls).
- 4. Notice of statewide meetings shall be distributed to membership by email, and by posting on the Local Union website at least fourteen (14) days in advance for special statewide membership meetings and thirty (30) days in advance for

regular statewide membership meetings.

- 5. A quorum for statewide membership meetings shall consist of fifty (50) members in attendance at the meeting, including members from at least half (50%) of the Districts of the Local Union.
- 6. Notice of any statewide membership meetings shall specify the place (physical and/or virtual), day, time, and nature of the business to be transacted.
- 7. Districts shall have monthly membership meetings. Notice of District meetings shall be provided at least seven (7) days in advance by email and by posting on the Local Union website.
- 8. Any member who attends a meeting in an intoxicated condition and/or creates a disturbance, or becomes unruly shall lose voice and their right to vote at said meeting. When 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 conduct unbecoming of a union member.

Article 5, Powers of Administration

- 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.
- 2. Between membership meetings or membership votes, the Joint Council is the highest authority of this Local Union and shall be empowered to act on behalf of the membership.
- 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.
- 4. Between meetings of the Executive Board, the President, in consultation with the appropriate Officers, members, and staff, shall exercise general administrative authority and shall be empowered to act on behalf of and take action permitted to the Executive Board, subject to subsequent approval 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

1. The elected Executive Officers of the Local Union consist of the following:

President, Vice President, Recording Secretary, Financial Secretary, Sergeant-at-Arms, Guide, and three (3) Trustees. The Local Union Executive Officers shall be elected by a simple majority of votes cast, for three year (3) terms and are at-large statewide elected positions.

- 2. It shall be the duty of each elected Local Union official to fulfill their various duties faithfully as provided in the Constitution of the International Union, UAW, Local Union Bylaws, and in implementation of District and Local Union plans.
- The President or elected designee 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, not inconsistent with the Constitution of the International Union or UAW policy.
- 4. In case of removal or resignation of the President, the Vice President will succeed to the Presidency in accordance with Article 38, Section 14 of the Constitution of the International Union, UAW.

Article 7, Executive Board

- The Local Union Executive Board shall consist of the elected Local Union Executive Officers as well the Rank-and-File Unit Member-at-Large and the Supervisor Unit Member-at-Large. This Local Union Executive Board provision will go into effect after the 2025 Election until which time the Board of Directors will constitute the Local Union Executive Board.
- 2. The Executive Board Members-at-Large shall be elected for three (3) year terms. One member in good standing from the Rank-and-File Unit shall be elected to the office of Rank-and-File Unit Member-at-Large by a simple majority vote of the Rank-and-File Unit members in good standing. One member in good standing from the Supervisor Unit shall be elected to the office of Supervisor Unit Member-at-Large by a simple majority vote of Supervisor Unit members in good standing.
- 3. The Executive Board shall hold regular monthly meetings. Additional meetings shall be held upon request of the President or majority of the Executive Board. Except in emergency situations, seven (7) calendar days notice of the meeting shall be posted on the Local Union website.
- 4. A simple majority of the Local Union Executive Board shall constitute a quorum.
- 5. Minutes will be taken of all Executive Board Meetings by the Local Union Recording Secretary and shall be read to the Joint Council and the membership upon request.

- 6. All decisions and recommendations of the Executive Board are subject to approval at the next Joint Council meeting.
- 7. It shall be the duty of the Executive Board to ensure that all policies formulated by the Membership, Joint Council, or the Executive Board, are duly executed.
- 8. Every member in good standing shall be permitted to be present and observe Executive Board meetings, except the portions of those meetings regarding confidential personnel information, membership lists, grievances, and legal matters. Attendees who are not elected members of the Executive Board shall not be entitled to vote and shall have a voice only when called upon.
- 9. The Executive Board shall appoint at least one of its members to each of the standing committees in a liaison or advisory capacity except the Election Committee or any Trial Committee.
- 10. The Executive Board shall review each communication issued on behalf of the Union, and the Local Union website, and where necessary shall bring the contents and policy of the messages and website into conformity with the policy of the International and Local Union, as per Article 29, Section 6 of the Constitution of the International Union, UAW.

Article 8, Joint Council

- 1. The Local Union Joint Council shall consist of the Executive Board members and the Head Stewards elected from each District, except District 8.
- 2. Each Rank-and-File Unit District will elect one (1) Head Steward for each 200 members in good standing, or major fraction thereof, with a minimum of two.
- Each Supervisor Unit District will elect one Head Steward for each 200 members in good standing in the Supervisor Unit District, or major fraction thereof, with a minimum of two.
- 4. These apportionments will go into effect for the 2025 Election, until which time the District Directors and Supervisor Director shall be the Head Stewards of the Local Union.
- 5. Head Stewards will be elected by a simple majority of votes cast in each Rank-and-File Unit District and Supervisor Unit District. Head Stewards will serve as Joint Council representatives for their District.
- 6. Each Rank-and-File Unit District will elect a District Chair and District Recording Secretary, who will serve as Joint Council Officers and shall count towards the Head Steward apportionment for that District.

- 7. Each Supervisor Unit District will elect a District Chair and District Recording Secretary, who will serve as Joint Council Officers and shall count towards the Head Steward apportionment for that District.
- 8. The Rank-and-File Unit District Chair and Rank-and-File Unit District Recording Secretary will be the first two Head Stewards to serve as Joint Council representatives for each Rank-and-File Unit District. The Supervisor Unit District Chair and the Supervisor Unit District Recording Secretary will be the first two Head Stewards to serve as Joint Council representatives for each Supervisor Unit District. In addition to the duties of a Head Steward, the District Chairs shall have general administrative responsibility for the District. In addition to the duties of a Head Steward, the District Recording Secretaries shall take minutes at District meetings.
- 9. District Chairs, District Recording Secretaries, and other Head Stewards will serve three (3) year terms.
- 10. The membership of each Unit shall be computed in the month of August prior to the 2025 Election, and then once a year during the month of March thereafter. This computation is for the purpose of determining District representation to the Joint Council and apportionment of Head Stewards. In the event that the computation would reduce the number of Joint Council representatives from a District, that reduction will not take place until there is a Joint Council vacancy from that District.
- 11. It shall be the duty of each member of the Joint Council to fulfill their various duties faithfully as provided in the Constitution of the International Union, UAW and Local Union Bylaws, and in implementation of District and Local Union plans.
- 12. The Joint Council shall hold regular quarterly meetings. A majority of the Joint Council Officers shall constitute a quorum for a meeting of the Joint Council.
- 13. 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 20, Referendum).
- 14. Minutes will be taken of all Joint Council meetings by the Local Union Recording Secretary and shall be read to the Joint Council and the membership upon request.
- 15. In no case shall any member of the Joint Council cast more than one vote.
- 16. Every member in good standing shall be permitted to be present and observe Joint Council meetings, except the portions of those meetings regarding confidential personnel information, membership lists, grievances, and legal

matters. Attendees who are not elected members of the Joint Council shall not be entitled to vote and shall have a voice only when called upon.

Article 9, Manager Unit District

17. The Manager Unit will elect a Manager Unit District Chair and Manager Unit District Recording Secretary. The Manager Unit District Chair shall have general administrative responsibility for the District. The Manager Unit District Recording Secretary shall take minutes at District meetings. The Manager Unit District Chair and Manager Unit District Recording Secretary will not serve as Joint Council Officers. The Manager Unit District Chair and Manager Unit District Recording Secretary will serve a three (3) year term.

Article 10, Stewards

- Each District shall elect at least one Steward from each relevant jurisdiction as determined by each District. Each District will determine the apportionment of its Stewards.
- 2. All members in good standing under the jurisdiction to be represented by the Steward shall be eligible to vote for the Steward.
- 3. All Stewards must attend Local Union grievance handling and organizing training prior to being the sole representative on any grievance or complaint.
- 4. The membership of each District may determine its own election procedures for Stewards, consistent with the election rules established by these bylaws and the Constitution of the International Union, UAW. District election procedures will be written and posted on the Local Union's website.
- 5. It shall be the duty of each elected Steward to fulfill their various duties faithfully as provided in the Constitution of the International Union, UAW and Local Union Bylaws and plans. Stewards will be coordinated by Head Stewards (see Article 8, <u>Joint Council</u>).

Article 11, Bargaining Committee

- 1. The Rank-and-File Unit District Chairs, Rank-and-File Unit District Recording Secretaries, President, Vice President, and the Rank-and-File Unit Member-at-Large will constitute the Rank-and-File Unit Bargaining Committee.
- 2. The Bargaining Committee for the Rank-and-File Unit must present initial bargaining demands and the final contract to the Rank-and-File Unit membership

for ratification.

- 3. The Supervisor Unit District Chairs, Supervisor Unit District Recording Secretaries, the Supervisor Unit Member-at-Large, and the Manager Unit District Chair will constitute the Supervisor and Manager Bargaining Committee.
- The Supervisor and Manager Bargaining Committee negotiates benefits through the meet-and-confer process as provided for under applicable state laws and rules.
- Specific bargaining updates will be provided to the membership by the Bargaining Committees following bargaining sessions. Such updates shall include a summary of any tentative agreements and issues still outstanding.
- 6. Upon request, the Bargaining Committees will decide by majority vote whether to release additional information and documents pertaining to bargaining.

Article 12, Committees

- 1. The Local Union shall have the following standing committees:
 - a. Constitution and Bylaws Committee
 - b. Citizenship and Legislative Committee
 - c. Civil Rights and Human Rights Committee
 - d. Community Services Committee
 - e. Conservation and Recreation Committee
 - f. Consumer Affairs Committee
 - g. Union Label Committee
 - h. Education Committee
 - i. Women's Committee
 - i. Veterans Committee
 - k. Organizing Committee
 - I. Personnel Committee
- 2. The Personnel Committee shall be composed of the President, the Financial Secretary, and at least one other Local Union Executive Officer to be selected by a simple majority vote of the Executive Board. This committee shall be

- empowered to hire, terminate, supervise, and otherwise manage Local Union staff.
- 3. Other committees shall be established as needed by the Joint Council.
- 4. The Chairs of the Committees are elected by the members of the Committee. Article 11 Committee meetings are open to all members, with the exception of committee meetings involving confidential personnel information, membership lists, grievances, and legal matters.
- 5. For each committee, a plan for electing or appointing committee members and meeting frequency will be provided to the Joint Council to share with membership.
- 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.

Article 13, Local Union Elections

- In accordance with the UAW International policies and practices, the time, place, and manner of all membership votes shall be determined by the membership or membership body.
- 2. The membership of each Unit shall be computed prior to each election at the time and in the manner described in the bylaws (see Article 8, <u>Joint Council</u>).
- 3. The next election for Officers of the Joint Council shall take place by secret ballot in October 2025. Subsequent elections for Officers of the Joint Council shall take place in May 2028, and every three (3) years thereafter. Elections for the positions of the Manager Unit District Chair and Manager Unit District Recording Secretary will follow the same schedule as Joint Council Officer elections.
- 4. Election of all Joint Council Officers shall require a majority of the votes cast for the office.
- 5. The membership shall be duly notified at least seven (7) days in advance of the time and place of nominations.
- 6. A notice containing both the time and place of elections, and the time and place of any possible run-off election, shall be given at least fifteen (15) days in advance of the election. Noticing will occur by email and be posted to the Local Union website.
- 7. At least seven (7) days shall elapse between the time of nominations and the

- date the election shall take place.
- 8. All members in good standing, except where prohibited by state law, shall be eligible to vote for the following Local Union Executive Officer positions: President, Vice President, Recording Secretary, Financial Secretary/Treasurer, Sergeant-at-Arms, Guide, and three (3) Trustees.
- Rank-and-File Unit members in good standing shall be eligible to vote for the Rank-and-File Unit Member-at-Large, and Rank-and-File Unit Head Stewards within their District.
- 10. Supervisor Unit members in good standing shall be eligible to vote for the Supervisor Unit Member-at-Large, and Supervisor Unit Head Stewards within their District.
- 11. Manager Unit District members in good standing shall be eligible to vote for the Manager Unit District Chair and Manager Unit District Recording Secretary.

Article 14, Election Committee

- All Local Union elections, strike votes, and contract ratification votes shall be held under the supervision of an 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.
- 2. The Election Committee shall consist of one elected member from each District. The term of office for the Election Committee shall be three (3) years.
- 3. A meeting of the general membership of each District 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 email, and by posting on the Local Union website.
- 4. All members in good standing shall be nominated automatically for the Election Committee. Any member in good standing may accept nominations at a District membership meeting called for the purpose.
- 5. The election of Election Committee members at each District shall be held immediately on the close of nominations. One (1) Election Committee member from each District and one (1) alternate Election Committee member may be elected by plurality within that District.
- 6. A vacancy on the Election Committee shall be filled by the alternate member of the Election Committee from that District.

- 7. Alternate members of the Election Committee shall assist in conducting the election as needed. The Election Committee may also recruit and supervise volunteers as needed to assist in the conducting of the election. In no case shall such volunteers be candidates for office in the election.
- 8. No member or alternate member of the Election Committee shall be eligible to run for any office in any election that the Election Committee supervises. In the event that a person serving as a member or alternate member of the Election Committee seeks an office, they are automatically resigned from the position on the Election Committee when accepting nomination for that office.

Article 15, Eligibility for Elected Officers

- All candidates standing for elected office of the Joint Council and Manager Unit District Chair and Recording Secretary, must be members and have been in continuous good standing for at least one (1) year prior to accepting a nomination.
- Apart from candidates for the Joint Council, Manager Unit District, and Convention Delegates, all candidates standing for elected office of the Local Union must be members and have been in continuous good standing for 60 days prior to accepting nomination.
- 3. Candidates running for elected office in a District must be members of that District.
- 4. If an elected member moves Districts during their elected term, they will resign any District-specific offices or positions currently held.
- 5. If an elected member receives a temporary appointment from one District into another (including between Unit Districts), that elected member shall suspend their current District role for the term of the appointment and the position will become vacant if not returned to within 120 days of the first day of the temporary appointment.
- 6. With the exception of candidates for Supervisor Unit Member-at-Large, all Executive Board candidates shall belong to the Rank-and-File Unit.

Article 16, Budget and Finance

- 1. The Joint Council shall decide budgets for the Local Union.
- 2. The fiscal year of this Local Union shall begin on January 1 and end on December 31.

- 3. The President and the Financial Secretary are authorized to approve expenditures of up to \$1,000, and pay ordinary operating expenses of the Local Union.
- 4. No agent or official of the Local Union 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.
- 5. Advance approval of the Executive Board is required for reimbursement of travel and related expenses. If approval is required before the next Executive Board meeting, the President and Financial Secretary shall have authority to approve.
- 6. The Joint Council has the power to direct the Executive Board to implement a travel policy not inconsistent with UAW International Policy.
- 7. Reimbursement for expenses when traveling on approved Union business shall be provided to union members as follows:
 - a. Accommodations: when authorized to stay overnight, and with receipt, the reimbursement shall be the single room occupancy rate, or ½ of a double room if shared with another member. All accommodation rates must be approved by the Executive Board in advance.
 - b. Meals: when authorized to travel on Union business, and provided that at least one (1) overnight stay is required OR travel is in excess of 100 miles each way, a travel day per diem shall be paid.
 - i. Per Diem: when authorized to travel more than 100 miles each way (with the exception of meetings required by the bylaws) the reimbursement shall be \$55 per day when required to stay overnight, and \$25 when not required to stay overnight.
 - c. All transportation must be approved in advance by the Executive Board or, if approval is required before the next Executive Board meeting, the President and Financial Secretary shall have authority to approve.
 - i. The following transportation expenses will be reimbursed with receipt(s): air travel, car travel based on current IRS business mileage rates, or other approved alternative to air/car travel. Air travel, car travel, or other approved alternative to air/car travel may not exceed the cost of the lowest refundable coach airfare. Mileage expenses can only be paid to the driver of the car.
 - ii. Tolls, economy parking, and public transportation will be reimbursed, with receipts. A car rental may be reimbursed, with receipt, when there is a clear necessity for the car rental.

- 8. Lost time is not paid except where a collective bargaining agreement provides for such (e.g., paid union leave) and where prior approval has been granted by the Executive Board.
- 9. The Local Union provides Basic Life Insurance including Accidental Death and Dismemberment coverage to each Local Union member.

10. Local Union Employees

- a. Local Union employees shall be paid as follows:
 - i. Union organizers and communications organizers are paid at a base rate of \$76,000-\$87,000/year for full-time on an annualized basis and will be prorated for other percentages or appointment lengths.
 - ii. Union coordinator and communications lead organizers are paid at a base rate of \$87,000-\$130,000/year for full-time and will be prorated for other percentages or appointment lengths.
 - iii. Database/Administrative coordinator paid at a base rate of \$87,000-\$130,000/year for full-time on an annualized basis and will be prorated for other percentages or appointment lengths.

b. Benefits

- i. Local Union employees working at 50% and above, and their eligible dependents, may be provided with health, dental, and vision insurance.
 - The cost of obtaining health insurance such coverage will be covered by Local 1115 up to 100% of the cost of the CalChoice Anthem Blue Cross Silver PPO. If the selected plan is unavailable within 40 miles of the primary work location, costs for a plan with comparable coverage will be covered.
 - Employees and their eligible dependants may receive dental and vision insurance coverage under Choice Builder. The cost of obtaining such coverage will be covered by Local 1115 up to 100% of the cost of the platinum plan.
- ii. Local Union employees can enroll in a retirement savings account through Ascensus. The Union shall contribute 6% of the employee's salary to their retirement savings account after the employee has become at least part-time or full-time equivalent for 6 consecutive months.
- iii. A Basic Life Insurance plan provides a benefit of \$10,000 with an additional \$15,000 in coverage for AD&D (Accidental Death and Dismemberment) through Standard Insurance.

c. All Local Union employees shall receive the following holidays observed by the Local: as those observed under Local 1115's contract. Additionally, each employee will receive two "floating" holidays per fiscal year.

d. Vacation

- All employees of the Local shall accrue vacation benefits at the following rate:
 - 2 weeks 3 years of service: 3.5 hours biweekly
 - 37 mos. 10 years of service: 5 hours biweekly
 - 121 mos. 15 years of service: 6 hours biweekly
 - 181 mos. 20 years of service: 6.5 hours biweekly
 - Over 20 years of service: 7 hours biweekly
- ii. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over their accrued vacation credits to the following calendar year to a maximum of 160 hours.

e. Sick Pay

- Full time employees who have 5 or more working days of service in a biweekly (every two weeks) pay period shall be eligible for 4 hours of sick leave per biweekly pay period.
- ii. Part-time employees, on the first day of the biweekly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of eight (8) hours credit for sick leave with pay.
- iii. An employee may use accrued vacation for sick leave purposes.
- iv. If an employee is separated from employment and rehired within twelve months, Local 1115 will reinstate the employee's paid sick leave balance as of the date of separation.

f. Jury Duty

i. An employee shall not have any reduction of pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the employee is not a party to the dispute. To the extent permitted by law, an employee shall request a postponement of jury service if requested to do so by their supervisor based upon the needs of Local 1115. An employee shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

g. Bereavement Leave

i. Employees are allowed three (3) days of bereavement leave with regular pay and 2 additional unpaid days. This includes leave for the purpose of arranging and/or attending the funeral of the employee's immediate or extended family, other types of family and/or loved ones will be considered. The bereavement leave days do not need to be taken consecutively and must be completed within three (3) months of the date of death.

Article 17, Attendance Rules

1. Any member of the Joint Council, Executive Board, Bargaining Committee, Stewards or any Committees of the Local Union will be removed from office if they miss two (2) of three (3) consecutive meetings of the same body, unless excused for cause by the Local Union. The terms for cause will be determined by the Local Union. Where a member is removed from office for failure to comply with the established attendance rules, they shall not be eligible to run for any elective position from which they were so removed for the remainder of the term of office except as a delegate to the International Constitutional Convention; if that decision is overturned through the appeals process, the Officer shall be reinstated.

Article 18, Delegates from Local

- 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.
- 2. The Joint Council shall appoint delegates to the regional UAW Community Action Program.

Article 19, Order of Business

 Per Article 42 of the Constitution of the International Union, UAW, questions of a parliamentary nature shall be decided by Robert's Rules of Order and may follow the suggested order of business outline in Article 42 of the Constitution of the International Union, UAW.

Article 20, Referendum

- 1. A referendum vote of the membership may be held on any action of the Joint Council. Such a referendum vote shall be scheduled within thirty (30) days from the presentation to the Local Union Recording Secretary of a valid referendum petition. 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.
- 2. A valid referendum petition must clearly and specifically describe the action of the Joint Council that is in question, and must be signed by twenty percent (20%)

- of members in good standing, including members from at least half (50%) of the Districts.
- 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 members in good standing must participate in the vote, including members from at least half (50%) of the Districts. A two-thirds (2/3) majority of ballots cast shall then suffice to repeal the action on which the referendum is held.

Article 21, Appeals

- 1. Consistent with the Constitution of the International Union, UAW, a member feeling themself aggrieved by any action, inaction or decision of the Local Union, District, or one of its representatives must initiate their complaint or appeal within sixty (60) days of the time they were aware of, 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.
 - a. Appeals filed with Districts should be submitted to the District Recording Secretary.
 - b. Appeals filed at the District level can be further appealed thirty (30) days after the District decision, to the Executive Board by filing with the Recording Secretary.
- 2. The Executive Board or Joint Council shall refer the matter to the Bargaining Committee if it involves collective bargaining. Otherwise, the Executive Board or Joint Council shall, themselves, consider the matter.
- 3. Whichever of these bodies the matter is referred to shall consult with the grievant and permit them an opportunity to be heard prior to making a decision.
- 4. Within thirty (30) days of receiving notice of such decision, the grievant may appeal further by submitting their appeal to the Local Union Recording Secretary in writing for consideration by the membership at the next statewide membership meeting or Joint Council meeting, whichever is sooner.
- 5. An appeal from the decision of the Local Union may be made to the International Executive Board of the UAW.

Article 22, Strikes

1. A strike may only be called or terminated in conformance with Article 50 of the Constitution of the International Union, UAW.

Article 23, General

 All Local Union Officers, Manager Unit District Chair and Manager Unit District Recording Secretary, 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.

Article 24, Amendments

- 1. The Constitution and Bylaws Committee shall consist of 7 members who shall be elected by the membership for a term of one (1) year.
- 2. Members may introduce amendments to the bylaws at a Joint Council meeting. The amendment must be presented in writing at least seven (7) days prior to said Joint Council meeting and must clearly set forth the specific change(s) sought. The amendment will be read to the meeting and referred to the Constitution and Bylaws Committee.
- 3. The Local Union Recording Secretary, or their designee, shall promptly inform the Constitution and Bylaws Committee of all proposed amendments. The Constitution and Bylaws Committee will arrange a meeting at least seven (7) days before the next Joint Council meeting.
- 4. The Constitution and Bylaws Committee shall create a written report for the Joint Council. The committee's task is not to evaluate the merits of the amendment, but simply to determine if it conflicts with any other existing bylaws or the Constitution of the International Union, UAW. Accordingly, the Constitution and Bylaws Committee may suggest changes to the amendment such that the amendment better comports with those documents. The Constitution and Bylaws Committee, after reviewing the amendment, shall automatically refer it back to the Joint Council.
- 5. The proposed amendment shall be automatically added to the agenda of the Joint Council meeting following its initial proposal. Notice of that meeting must contain a notice of the particular bylaw amendments that will be considered. At that meeting, the Constitution and Bylaws Committee report shall be read to the Joint Council for consideration.
- 6. If the amendment of the Constitution and Bylaws committee is approved by a two-thirds (2/3) vote of the Joint Council the amendment shall be considered adopted.