

09/21/2004

## **By-Laws of Local 82162 IUE-CWA**

*The Bylaws of Local 82162 were reconstructed from the minutes of Membership and Executive Board Meetings from 1983 through 2004. As each new bylaw is made the appropriate articles and sections shall be modified or added to reflect the change. The original printing of these Bylaws is: 16, August 1994.*

### **ARTICLE I - NAME**

This organization shall be known as IUE-CWA Local 82162, Communications Workers of America, and shall be affiliated with the state and local AFL-CIO Councils.

### **ARTICLE II - JURISDICTION**

Jurisdiction of this Local shall be the jurisdiction assigned by the Union and appearing on the face of the Local Charter.

### **ARTICLE III-OBJECTS**

**Section 1-** The objects and purposes of this Local are to represent, protect, maintain and advance the interests of the workers within its jurisdiction; to improve their wages, hours and conditions of employment; to engage in legislative, political, educational, civic, welfare and other activities which further, directly or indirectly, the interests of the membership of this organization, of the Union in accordance with the Rules of the Division and the Constitution and policies of the Union, and of workers everywhere in the improvement of general economic and social conditions in the United States of America and Canada, and generally in the nations of the world.

**Section 2-** To achieve the objectives and purposes of this organization, the funds of this organization are authorized to be managed, invested, expended or used not only for the purposes and objectives expressly set forth in this and the Union's Constitution, but also for any additional purposes and objectives not inconsistent therewith as may be contained at any time in the resolutions and programs adopted and/or ratified by conventions of the Union, Conferences of the Division or by the membership of this Local.

### **ARTICLE IV - LOCAL STRUCTURE**

The structure of the Local shall consist of the following:

1. Membership
2. Executive Board
3. Officers
4. Committees

## **ARTICLE V - MEMBERSHIP**

### **Section 1 - Eligibility**

Any person eligible for membership in the Union, as defined in Article V of the CWA Constitution, shall be eligible for membership in this Local, if performing work within the Local's assigned jurisdiction, or if employed on a part-time or full-time basis by the Union or the Local.

**Section 2** - No person, otherwise eligible for membership, shall be denied membership in the Union because of craft, race, color, sex, religion, age, marital/parental status, national origin, physical handicap, sexual orientation, or status as a veteran.

**Section 3** - No person, otherwise eligible for membership in this Division, shall be admitted to membership if the person has been fined, suspended or expelled by a local of this Union, until the person has complied with the terms of such fine, suspension or expulsion.

### **Section 4 - Application**

Membership in the Local shall be obtained upon payment of the Local initiation fee of (\$2.00) and upon the approval of any membership committee authorized to accept or reject membership on behalf of the Local, subject to the right of the Local to overrule the decision of a membership committee.

Each member shall be deemed to have pledged him or herself to support the Constitution of the CWA, the Rules of the IUE-CWA Division, and to comply with the obligations required by the Local Union.

[Note: Article V, Section 2(b) of the CWA Constitution provides that a Local may not establish an initiation fee of less than \$2.00 or more than \$5.00 without approval of the CWA Executive Board. Fees in excess of \$5.00 existing at the time of the merger are grand fathered and do not need to be resubmitted for approval.]

### **Section 5 - Transfers**

The transfer of membership from this Local to the jurisdiction of another Local or from another Local to the jurisdiction of this Local shall be made in accordance with Article V, Section 3 of the Union Constitution.

### **Section 6 - Withdrawal**

A withdrawal card shall be issued by this Local in accordance with Article V, Section 4(c) of the Union's Constitution. In the event a withdrawal cardholder obtains employment under the jurisdiction of this Local, he or she shall be admitted to membership in accordance with the Union's Constitution.

## **ARTICLE VI - LOCAL DUES AND ASSESSMENTS**

### **Section 1 - Local Dues**

A. Effective January 1, 2009, each member of the Local shall pay minimum membership dues of two and one-quarter hours pay per month, in accordance with

convention action. Prior to January 1, 2009, the minimum dues of IUE-CWA Division members shall be two and one-quarter hour's straight time pay.

<b>Year</b>	<b><u>Monthly Minimum Dues Limit</u></b>
2003	30
2004	32
2005	34
2006	36
2007	38
2008	40

[Note: Locals whose dues currently exceed the transition period amounts will continue to use their current amount.]

B. Membership dues, which exceed, in amount the minimum membership dues may be authorized by a majority of those voting on the question, in accordance with the Local bylaws as set out below. Dues paid, in excess of the minimum dues shall be retained by the Local.

C. Membership dues may be increased above the constitutionally mandated Union's minimum by a majority of those members of the Local voting on the question by secret ballot referendum, or by a majority secret ballot vote in a meeting where a quorum is present, if the question has been advertised on bulletin boards at least seven (7) days in advance of the meeting or by notice mailed postage prepaid to each member at least seven (7) days in advance of the meeting.

[Note: The Reporting and Disclosure Act of 1959 requires reasonable notice be given of the intention to vote on the question of a dues increase. Seven (7) days is suggested as being the minimum time to meet this requirement.]

## **Section 2 - Local Special Assessments**

The membership of this Local may levy a special assessment only in the same manner as provided for changing Local dues. However, any special assessments levied shall be in compliance with Article VI, Section 3 of the Union Constitution.

### **Strike Fund:**

The Strike fund was reinstated by majority vote of the members of Local 82162 on 17, February 2004.

1. In the event of a strike the funds received from the International Union will be distributed according to the International Constitution. Only members in good standing are eligible to receive strike benefits. Distribution of the International funds will be done in weekly payments.

The Local Strike Fund will be held in reserve until needed at which time it will be used:

a. To supplement the first 2 weeks of strike benefit payments. Supplemental payment will be as feasible in accordance with local fund capability,

b. To assist with payment of medical and related costs as needed by the members in good standing. For example, immediate doctor bills and prescription drug costs.

c. To pay strike related expenses such as water, picket line snacks, transportation expenses and other incidental expenses related to the strike.

The interest earned on the Local Strike Fund will be deducted from the principal and placed into a money market fund. The Financial Secretary may purchase CD's from the money market fund as the Executive Board Directs. All future interest from the Strike Fund will be placed into this account and used in this manner. (The fund and the CD's purchased from the, fund will be considered as operations monies and the use of them will be directed by the membership.)

#### Bereavement—Flowers / Bibles:

1. Bibles will be sent in all cases of death of a union member's immediate family. For example: (parents, spouse, children) or, as defined in the labor agreement between the Union and the Company. If the member specifically requests flowers from the Local then their request will be honored.

2. If a member does not wish to receive flowers or a Bible then they may request that a donation of \$25.00 be made to a charity or church in honor of the person that died.

3. In the event a union member passes away the same consideration will be given the family of the union member.

4. If more than one member suffers the same loss of family the Local will send a set of flowers or a Bible for each member.

#### **Miscellaneous:**

1. A member who signs up or re-signs a member will receive \$5.00 for each non-union employee they get to become a member. The member must be accepted and in good standing before receipt of money.

2. Any member who has attended at least (75) seventy-five percent of the membership meetings in the prior year will be eligible to attend union sponsored schools and or conventions. Convention attendees must be elected by constitutional guidelines.

3. A member who is returned to work due to the efforts of the local union such as a grievance settlement or arbitration award must repay all back union dues. All members failing to do so, will be considered out of good standing with the Local and International Unions.

a. Under special conditions the membership may elect to waive the repayment of back dues. For example no back pay was awarded to the member returned to active employment. In such cases adjustments may be made according to how much back pay is

awarded and or how much money was received in unemployment compensation during the member's absence.

4. Shop Stewards who miss more than (50) fifty percent of the union meetings in a calendar year may be dismissed as a Shop Steward.

5. In the case of new members, initiation fees will be waived unless the employee has not joined the Local Union within (30) thirty days after their new hire probationary period has ended.

6. . A cellular telephone will be supplied for the President and the Administrative Chief Steward. Additionally the Arbitration Coordinator will have thirty dollars (\$30.00) of his/her cell phone bill paid

7. The local union developed a web site in support of the 2003 contract negotiations. The local union will continue to maintain and support the web site for the benefit of the local union membership.

8. The Financial Secretary of the local union will be paid (10) ten hours of straight time pay per month to execute tasks essential to the financial well being of the local union..

#### **ARTICLE VII - GOVERNING AUTHORITY**

The affairs of this Local shall be governed by its members in accordance with the Constitution and policies of the Union in the following manner:

1. Through action taken in membership meetings or by referendum of the membership;
2. Through actions and decisions of the Executive Board between membership meetings;
3. Through actions and decisions of the Local Officers between meetings of the Executive Board,
  - a. No action involving deviation from the specific guidance of the Labor Agreement between the Local Union and the Company will be taken unless such action is reviewed and approved by a majority of the Executive Board of this local union.

#### **ARTICLE VIM LOCAL MEETINGS**

Regular meetings of this Local shall be held at such time and place as the members may determine by vote. Special meetings may be called by a majority vote of the Local Executive Board, or by a petition signed by fifty-one (51) percent of the members. Upon receipt of a proper petition, the Local officers shall call a special meeting for the purpose set forth in the petition to be held within ten (10) days.

#### **ARTICLE IX LOCAL DELEGATES TO THE UNION CONVENTION**

1. One (1) delegate and two (2) alternate delegates to the International Union Convention shall be elected, by secret ballot, during the same election as when Local Officers are elected.
2. Additionally, the Local President shall be a delegate to all conventions, councils and conferences, which the Local Union sends delegates to by virtue of his/her office.
3. In the event the Local elects more than one delegate to any Union Convention, the Local shall determine the convention votes assigned to each delegate in accordance with Article VIII of the Union Constitution.
4. It shall be the duty of the Financial Secretary (or Secretary) of the Local to certify the Local delegates to the Union Convention to the Secretary-Treasurer of the Union within the time limits specified in Article VIII of the Union Constitution.
5. Any additional Delegates and alternate delegates to Division level Conventions, conferences and councils shall be elected by secret ballot no later than thirty, (30) days prior to the date of, the event. The number, of delegates and alternate delegates, elected for these events will be, determined by the Executive Board with the approval of the Local Membership.
6. In the event that either the President and or the (2 ) second primary delegate of the local in his/her delegate status is not able for any reason to perform his/her duties as delegate the (1<sup>st</sup>) alternate delegate will assume the responsibility of delegate to the current convention, conference or event to which the local union sends delegates. If a second delegate is sent to the above mentioned event the (2 ) alternate delegate will, assume that responsibility.
  - a. If the President is unable to attend the event the second primary delegate will assume his/her position as local chair to the event.
7. The alternate delegate who receives the most votes for election as alternate will serve as (1<sup>st</sup>) first alternated delegate to conventions, conferences or events to which the local union sends delegates. The remaining alternated delegate will serve as (2<sup>nd</sup>) alternate delegate.
8. Delegates to the Roanoke United Central labor Council wii be appointed on a as need basis by the President of the local with the approval of the Executive Board. Delegates to the AFL-CIO Conventions will be selected from the Delegates to the Labor Council

## **ARTICLE X - LOCAL COMMITTEES**

- A. The Local shall have the following standing committees:
1. Community Services Committee
  2. Education Committee
  3. Election Committee
  4. Committee on Equity
  5. Legislative-Political Committee
  6. Membership Committee
  7. Organizing Committee
  8. Safety/Health Committee
  9. Skilled Trades Committee

10. Other Committees.

B. The President shall name the members of each Committee, subject to the approval of the Executive Board. The President shall name the chairperson of each committee.

C. Vacancies on committees shall be filled in the same manner as the original appointments.

D. Any member of any Local committee may be removed by majority vote of the Local Executive Board, subject to the right of the Local to overrule the action of the Executive Board. A committee member may be removed by action of the Local in a membership meeting.

E. **Duties of Committees:**

1. Community Services- The Community Services Committee shall assist in developing all Community Services programs.

2. Education Committee- The Education Committee shall assist in developing the Local's education program and, with the Local officers, be responsible for effectuating the Union's, Division's and Local's educational programs.

3. Election Committee- The Election Committee shall conduct all nominations and elections and referenda of this Local.

4. Committee on Equity- The Committee on Equity shall study and report to the Local on the ways and means of eliminating discrimination on the basis of sex, race or any other basis.

5. Legislative Political Committee: The Legislative Political Committee shall assist in developing and pursuing the program of the Union and the Local in the Legislative Political arena. It shall be responsible for the Local's program to register each qualified voter.

6. Membership Committee: The Membership Committee shall accept or reject membership applications in accordance with the bylaws and rules of this Local and Article V of the CWA Constitution and policies of the Union.

7. Organizing Committee: The Organizing Committee shall assist the Local officers and members in organizing all non union employees within the Local's jurisdiction as well as unorganized workers in external units.

8. Safety and Health Committee - The Safety and Health Committee shall be responsible to be knowledgeable about safety and health issues affecting the membership in their work. They shall work with the employer and the Education Committee to inform the members on Health and Safety issues.

9. Skilled Trades - The Skilled Trades Committee shall ensure that the interests, including training, apprenticeship and contract issues, of the skilled trades, members are addressed.

10. Other Committees

**ARTICLE XI ORDER OF BUSINESS**

A. The order of business at a Local meeting shall be as follows:

1. Call to order (Pledge of Allegiance)

2. Roll Call (optional)

3. Reading and action on minutes of previous meeting

4. Report of officers and Executive Board
5. Report of committees
6. Unfinished business
7. New business
8. Health and Welfare
9. Adjournment

B. The order of business may be suspended by a two thirds (2/3) vote of the members present.

## **ARTICLE XII LOCAL OFFICERS, EXECUTIVE BOARD, STEWARDS AND THEIR DUTIES**

### **Section 1 Local Officers**

A. The officers of the Local shall be:

1. Local President
2. Local Vice President
3. Local Secretary or Recording Secretary
4. Local Treasurer and/or Financial Secretary
5. Administrative Chief Steward
6. Three Chief Stewards
7. Two trustees
8. Sergeant at Arms

**a. The above officers comprise the Executive Board of the Local Union,**

**B. The duties of Local officers shall be as follows:**

**1. The Local President shall:**

- a. Be responsible for the conduct of all Local business;
- b. Preside at Local Membership and Local Executive Board meetings;
- c. Approve all bills to be paid, and countersign all checks drawn on the Local treasury;
- d. Preserve order, interpret and enforce the bylaws of the Local, interpret and enforce the Division Rules and the Constitution of the International Union;
- e. Be an ex-officio member of all committees; but shall have no vote as such, except in case of a tie;
- f. Appoint, subject to the approval of the Executive Board and membership, all committees.
- g. Be accountable to the Executive Board;
- h. Be an automatic delegate to all bodies to which the Local sends a delegate;
- I. Be responsible to direct the Local's COPE, legislative and organizing activities and take actions as necessary to ensure the effective implementation of these programs within the Local Union;
- j. Send a copy of the annual audit and official notice, in conjunction with the Recording Secretary, that the Local's books and records have been audited and stating the condition of the books and records to the Division President and the CWA Secretary-Treasurer;
- k. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or required by the policies or Constitution of the Union.
  1. Be bonded, as must any other person who handles Local funds or other property in accordance with the Union Constitution or any state or federal law.



m. Fill Shop Steward vacancies by appoint subsequent to all annual elections of Shop Stewards, subject to the approval of the Executive Board.

**The Local Vice President shall:**

- a. Work under the direction of the Local President; and
- b. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.

**The Local Secretary/Recording Secretary shall:**

- a. Maintain a record of the Local membership;
- b. Record and maintain the minutes of all meetings of the Local and the Local Executive Board;
- c. Furnish the Division Vice President and the International Secretary Treasurer copies of any changes in these bylaws within ten (10) days after such changes are adopted;
- d. Certify the Local delegates to the Union Convention to the International Secretary Treasurer within the time limits specified in Article VIII of the Union Constitution; and
- e. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.
  - 1. Maintain the individual membership records.
  - 2. Maintain and keep the records of the local Union.
  - 3. Write letters memoranda and notices as directed by the local President.
  - 4. Have a working knowledge of Microsoft Office.
  - 5. Learn additional software that the local union office uses.

**The Local Treasurer and Financial Secretary shall in conjunction,**

- a. Be custodian of all assets of the Local;
- b. Report to each membership meeting on the financial status of the Local;
- c. Be bonded, as must any other person who handles Local funds or other property in accordance with the Union Constitution or any state or federal law;
- d. Cause the payment of all bills approved by the Local President;
- e. Cause the proper filing of all reports or filings required by federal, state or local law;
- f. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.

**5. The Administrative Chief Steward Shall**

- a. Establish and oversee the Chief Steward System
- b. Provide assistance to the Chief Stewards as needed or directed by the Local Executive Board or the Local President
- c. Be responsible for all grievances at (3rd) third step and give, monthly progress, reports to the membership.
- d. Administer the arbitration case file and see that all cases that are moved to arbitration are heard in a timely manner.

e. Preside over all meetings of the Stewards Council. f. See that all provisions of the contract are enforced.

g. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.

**6. The Chief Steward shall:**

a. Enforce all provisions of the contract.

b. Assist the department steward in any emergency situations that may arise during working hours.

c. Respond to emergency calls from union members where department stewards are unable to act.

d. Check the activities of the department stewards in order to improve the functioning of the stewards system and to make reports and recommendations to the meetings of the Stewards Council for this purpose.

e. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.

**7. The Trustees shall:**

a. Audit all books and records of the Local at least once a year, and witness the official report by the President and Secretary of the Local to the International's Secretary-Treasurer that the Local's books and records have been audited.

b. Make a written report of findings and recommendations at the next regular meeting following such audit.

c. Safeguard all properties of the Local.

d. Perform such other additional duties as may be assigned by the Local, the Local Executive Board or the Local President.

**8. The Sergeant at Arms:**

a. Maintain order at all meetings of the local union membership,

b. Assist the president or meeting chair as needed.

**Section 2 - The Steward System**

A. All stewards shall be elected annually at properly advertised meetings of the Local's members in the buildings and sections they represent. The method of filling vacancies occurring between annual elections shall be as follows:

a. When a vacancy (s) occurs subsequent to the initial, yearly, election of stewards it/they will be filled by appointment by the President, subject to the approval of the Executive Board.

b. Nominations for Steward will occur in October of each year.

c. Elections for Stewards will occur in December of each year.

**Stewards shall enforce the contract and protect and advance the rights of the workers. This includes:**

- a. Handling grievances.
- b. Watching for violations of the contract and of labor laws affecting workers.
- c. Reporting to the Chief Steward with respect to grievances and other matters arising under the contract.

**B. The duties of Local Stewards shall be as follows:**

- 1. Informing members of union meetings, activities, goals, policies and accomplishments.
- 2. Getting acquainted with new members as soon as possible and providing them with information about the Union.
- 3. Keeping informed on all matters of general concern to the Local.
- 4. Supporting the political and educational work of the Union.
- 5. Attending meetings of the stewards, Local Union membership and other appropriate meetings.

**Section 3 Local Executive Board**

**A. The duties of the Local Executive Board shall be as follows:**

- 1. Be responsible for, making decisions and taking action on behalf of the Local membership between Local meetings on all matters concerning the good and welfare of the members;
- 2. Meet as necessary. The Local President shall call a meeting of the Executive Board whenever requested by a majority of the Board members to do so.
- 3. Determine the financial arrangements necessary to ensure that the business of the Local functions in an orderly way. including ensuring that an annual budget be prepared and presented to the membership.
- 4. Be responsible for operation of strike action procedures as outlined in the Union Constitution.
- 5. Actions and decisions of the Executive Board shall be subject to approval by the membership.
- 6. A majority of the Executive Board shall constitute a quorum.
- 7. All decisions of the Executive Board shall be by a majority of those members present.
- 8. The Executive Board at any time may require from an officer a full and detailed statement of account of any action or business done in the name of the Local.

**B. Officers and members of the Local Union shall not be loaned funds of the Local Union, nor shall they use funds of the Local for purposes not related to the Local's official activities.**

**ARTICLE XIII CONDUCT OF MEETINGS, OTHER LOCAL BUSINESS AND QUORUM**

**A. Membership meetings and any other business of this Local shall be conducted under these bylaws and rules of the Local and in conformity with the Division Rules and**

Union Constitution. On questions where the Local bylaw's, the Division rules or the Union Constitution do not clearly apply, Robert's Rules of Order shall govern.

B. The, number of members constituting a quorum for Local meetings shall be those present.

[Note: The 1959 Convention adopted Resolution No. 29, thereby interpreting then Article XXIII, Section 5 (now Section 6), and Article XIII, Section 8(1) (Now Section 9(1)) of the CWA Constitution to mean that any number of members present at a local membership meeting shall constitute a quorum, provided due notice of the meeting has been given the membership of the Local. "Due notice" shall mean notice given at least seven (7) days prior to the meeting. Where "due notice" is not provided for in the Local bylaws, a specific number of members, or a specific percentage of its membership, must be provided for in the Local bylaws as a quorum.]

C. A majority of the officers of the Executive Board or a majority of the members of a committee shall constitute a quorum for those bodies.

## **ARTICLE XIV NOMINATION AND ELECTION OF LOCAL OFFICERS**

### **Section 1 Nominations**

1. Local officers shall be nominated at the membership meeting in the month of November each election year. At least 15 days prior to the nomination meeting in November of an election year, the President shall announce to the membership and by posting notices on appropriate bulletin boards, that nominations shall be held at the next regular meeting.

a. Notification of nomination of officers in the IUE-CWA News or the CWA News may, occur as a courtesy but isn't required in accordance with the International Constitution.

b. The Recording Secretary of the Local Union will announce at the October membership meeting that nominations for officers will occur at the November meeting of the membership.

2. The order of nominations shall be President, Vice President, Secretary, Financial Secretary, Treasurer, Administrative Chief Steward, Chief Stewards, Sergeant at Arms and (2) Two Trustees.

a. Nomination for Delegates to the Convention, are taken at the same time as those for officers of the local union.

3. Only members in good standing shall be eligible for nomination for office. Retired members shall not be eligible to be nominated for the offices of President, Vice President or Administrative Chief Steward. The nomination procedure set forth in this Article shall be exclusive. No member whose dues have been withheld by the employer for payment to the Local pursuant to the voluntary authorization provided for in a collective bargaining agreement shall be ineligible to be a candidate for office or to vote by reason of delay or default in the payment of the dues so withheld.

4. Nominees may accept nomination to only one office.

5. Nominees not present at the meeting at which nominations are made shall be informed by the Secretary personally or through certified mail within five calendar days following the date of nomination of the office for which they have been nominated and asked to reply in writing within three calendar days if they accept or decline the nomination. Any such nominee failing to reply within the specified time shall be deemed to have declined the nomination.

## Section 2 Elections

Elections of Local officers and Executive Board members shall be by secret ballot of the membership in the month of December of each election year.

- A. The nomination and election of Local officers and delegates to the CWA Convention shall be conducted under the supervision of the Election Committee. This committee shall have the authority and responsibility to see that nominations and elections are conducted in accordance with federal law, the Union Constitution and these bylaws, with reasonable opportunity for each member to nominate and vote for the candidate of his/her choice.
- B. The Election Committee shall also conduct any referenda submitted to the membership.
- C. A member shall not be permitted to serve on the Election Committee if he/she is a candidate for any office of the Local or delegate to the CWA Convention.
- D. All questions concerning the conduct and challenges of elections shall be determined by the Election Committee, subject to the right of appeal to the governing body and membership of the Local in accordance with Article XV, Section 4 of the CWA Constitution.
- E. Other items subject to membership vote may be added to the ballot for officer election as indicated by the Executive Board.

## Section 4 General Provisions

- A. Only members of the Local in good standing shall be eligible to vote.
- B. The nominee in any election receiving the majority of the votes cast shall be declared elected. If no one nominee has a majority on the first ballot, the vote shall be taken again and the two nominees having the greatest number of votes on the first ballot shall be nominees on the second ballot.
- C. The term of office shall be for three (3) years.  
[Note: IUE CWA Locals must adjust existing terms during the transition to conform to the CWA election year cycle, which occurs in 2002, 2005, 2008, etc. In addition to the constitutional requirement to conduct elections in the CWA election years, this election cycle permits all new elected officers to participate in the CWA new officers training provided once every three years following the required election cycle.]
- D. The officers shall take office on the (1st) first day of January following the election.
- E. On a one-time basis all local officers will serve a (1) one, year term after the 2004 officer election. This shortened term will bring the local election year cycle into alignment with the CWA election year cycle

## Section 5 - Vacancies

A vacancy in the office of Local President shall be filled, temporarily, by the Local Vice President. An election for President will occur within sixty, (60) days. Vacancies in other

offices shall be filled by appointment of the governing body of the Local, subject to approval of the appointment by the Local membership within sixty, (60) days.

## **ARTICLE XV REFERENDUM OF THE LOCAL**

- A. The Local Election Committee shall submit any question (s) to a referendum of the membership when directed to do so by the governing body of the Local or by action of a regular or special membership meeting.
- B. Questions submitted to referendum shall be determined by a majority vote of those voting on the question.

## **ARTICLE XVI FISCAL YEAR AND AUDIT**

- A. The fiscal year of this Local shall be from October 1<sup>st</sup> of each year to and including September 30th of the succeeding year.
- B. The financial records of this Local shall be audited by a Certified Public Accountant, or by a committee established by the Local, at the end of each fiscal year. The results of such audit shall be made available for the inspection of any member of the Local and a copy thereof shall be sent to the Division President and the CWA Secretary-Treasurer.

## **ARTICLE XVII OATH OF OFFICE**

Each elected officer of the Local, after meeting all other qualifications, shall be duly installed upon taking the following oath:

Installing Officer: "Brother or Sister, do, you accept the office to which you have been elected?" Officer Elected: "I do."

Installing Officer: "Raise your right hand and repeat after me: I do solemnly swear (or affirm) in the presence of the assembled members that I will faithfully execute the office to which I have been elected; and will, to the best of my ability, preserve, protect and defend, the Constitution of the CWA, the Rules of the IUE-CWA Division, and the Bylaws of Local 82162. I further swear (or affirm) that I will protect and conserve the property of this Local, and that I will make an accounting for, and turn over all such property to my successor in office. I further swear (or affirm) that I will adhere to and support all trade union policies determined upon or subscribed to by the CWA and the IUE-CWA - AFL-CIO."

## **ARTICLE XVIII STRIKES**

The calling, conduct and termination of strikes affecting this Local shall at all times be carried out in compliance with the rules prescribed by the Union and Article XVIII of its Constitution.

## **ARTICLE XIX CHARGES, TRIAL AND APPEALS**

### **Section 1 Charges**

Members of this Local may be fined, suspended and/or expelled, in the manner provided in these bylaws, for any of the acts enumerated in Article XIX of the Union Constitution.

## **Section 2 Trials**

Any accused member, including officers, of this Local shall be tried under the provisions of Article XX of the Union Constitution.

## **Sections Appeals**

A member or officer of this Local, upon being found guilty by a Local Trial Court, may appeal as provided in Article XX of the Union Constitution. Section 4

## **Local Trial Court**

A Trial Court of this Local shall be composed of (5) five persons, who are members of this Local and not parties to the proceedings, and who shall be selected by the Executive Board of the Local.

## **ARTICLE XX RECALL OF LOCAL OFFICERS**

Any elected officer or executive board member of this Local may be recalled in accordance with the provisions of Articles XXI, Section 2, and XXII, Sections 8 and 9, of the Union Constitution.

## **ARTICLE XXI NEGOTIATING COMMITTEE**

- A. The Negotiating Committee shall consist of the President, Administrative Chief Steward, Recording Secretary, and two members at large, and one alternate, who shall be elected by the membership before each negotiation.
- B. A representative of the Union may serve on the committee if requested to do so by the local Executive Board, or in the case of a strike, the union president may assign a Union Representative to assist the local.
- C. The duties of the Negotiating Committee shall be to negotiate any change in the Local Agreement

## **ARTICLE XXII AMENDMENTS TO LOCAL BYLAWS**

These Bylaws shall be posted on the Local Union web site. Copies of these Bylaws can be printed off of the web site. These Local Union Bylaws and amendments thereto shall become effective upon their adoption by the Local, if they do not conflict with the IUE CWA Division Rules or the Constitution of the CWA; subject, however, to the approval of the IUE CWA Executive Council and, after the transition period, the Division President and the CWA Executive Board. The Local shall send review copies of the Bylaws and any amendments thereto to the Division, within thirty days following their adoption.

If these Bylaws or part thereof is disapproved, the Bylaws or part disapproved shall become ineffective. In the event of a conflict between these Bylaws and the IUE CWA Division Rules or the Constitution of the CWA, as such may hereafter be amended; the Division Rules and the CWA Constitution shall prevail.

After adoption, these bylaws may be amended by either of the following methods:

1. Majority vote of the members present in the Local meeting, if the proposed

amendment has been introduced at a previous membership meeting or has been advertised to the membership by use of the Local newsletter, Bulletin Boards or U.S. Mail, postage prepaid, at least seven (7) days in advance of the meeting; or

2. Referendum of the membership.

### **ARTICLE XXIII ADOPTION**

These bylaws shall be adopted upon the approval of a majority of the members voting upon their adoption in the membership meeting called for that purpose or by referendum of the membership.

These Bylaws adopted 16 August 1994

Revised, Bylaws Adopted \_\_\_\_\_.

Revised, Bylaws Adopted \_\_\_\_\_.

ADDENDUM NUMBER 1

#### **NOTICE OF NOMINATIONS**

It is required that this language be included in the notice of nominations:

"The nomination of a person for the office of President shall also constitute the nomination of the same person as a delegate to CWA Conventions held during the term of office for which the election is being conducted."

#### **NOTICE OF ELECTION AND THE BALLOT**

"A vote cast for a candidate for the office of President shall also constitute a vote for such candidate to serve as a delegate to CWA Conventions during the term of office for which the election is being conducted, in the event such candidate is elected to office."

**Items not covered in this document are governed by the Division Rules of Operation and the CWA**