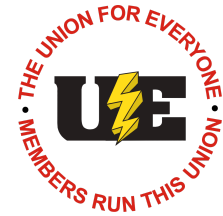




Constitution of Teachers and Researchers United, UE Local 197



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Preamble

We, the members of the United Electrical, Radio and Machine Workers of America (UE) Local 197 (Teachers and Researchers United, TRU-UE) recognize that we can improve our living and working conditions only when we unite to protect ourselves against the organized forces of the employers.

We unite to practice workplace democracy and create an organization that brings together all workers in our industry on an industrial basis, with rank and file control, regardless of all categorizations—whether actual or perceived—including, but not limited to, craft, race, creed, religion or religious belief, national origin, ancestry, caste, marital status, family status, parental or pregnancy status, color, sexual orientation, sex, gender identity or expression, age, political affiliation or belief, immigration status, citizenship status, medical condition, disability, veteran status, arrest or criminal record. To achieve these goals, our union draws its strength entirely from its members; we, the members, are the highest authority in this organization. We unite under a common banner because we share a commitment to achieving dignity in the workplace and to standing in solidarity with workers engaged in class struggle everywhere.

We, the members, pledge ourselves to labor unitedly for the principles herein set forth, to perpetuate our union and work concretely with other labor organizations to bring about a higher standard of living for all workers.

Article 1 - Name

This organization shall be known as United Electrical, Radio and Machine Workers of America (UE) Local 197 (Teachers and Researchers United, or TRU-UE).

Article 2 - Affiliation

TRU-UE Local 197, hereafter referred to as the “Local,” shall be affiliated with the United Electrical, Radio and Machine Workers of America (National Union), and Eastern Regional Council, United Electrical, Radio and Machine Workers of America (Regional Council).

Article 3 - Object

It shall be the object of this Local to protect, maintain, and advance the interests of the workers; to organize the unorganized in conformity with its jurisdiction.

Article 4 - Eligibility

Section I. Jurisdiction

All Johns Hopkins University graduate workers who come under the jurisdiction of UE are eligible for membership (i.e. to be “eligible members”) in this Local.

Section II. Limitations

Membership eligibility under Section I of this Article shall not be limited by any of the categories in the Preamble.

Section III. Members in Good Standing

Eligible members who have signed the UE membership card, paid all applicable dues, as described in Article 6.

Article 5 - Membership Rights and Privileges

Section I. Right to Fair and Democratic Elections

Members in good standing shall have the right to fair and democratic elections at all levels of the Local and to a single vote on all matters put to a vote. This includes due notice of nominations

and elections, equal opportunity for competing candidates, and proper election procedures as specified in Article 18. Members in good standing shall have an equal right to run for and hold office, subject only to qualifications as specified in Article 18, Section IV of this Local Constitution, uniformly applied.

Section II. Right to Participate in General Membership Meetings

Members in good standing shall have the right to participate fully in all General Membership Meetings (GMMs), including, but not limited to, making proposals and nominations, and speaking from the floor. Members in good standing may bring up new proposals during an allotted time at any GMM. They are strongly encouraged to submit such proposals in advance when possible to the Central Coordinating Committee (CCC).

Section III. Meeting Norms and Conduct

The values of the Local are shaped by a desire to uplift, advocate for, and protect our collective community. The Local will fight both to improve our material conditions and to create and maintain a safe and welcoming space within our collective. Union Custodians (as defined in Article 9 Section I) and all members executing union business shall make their best effort to create a safe union environment and work to maintain a spirit of collaboration and inclusion in service of the Local.

Article 6 - Dues and Fees

Section I. Dues

Union dues shall be 1.44% of gross pay per month per capita, or, if the union has not been provided with a bargaining unit member's documented pay information, 1.44% of gross pay of the highest-paid member per month per capita. Automatic increases in dues mandated by Article 18, Section D of the National Constitution shall go into effect no later than the date of the wage and/or cost of living increases. Dues per capita shall be paid to the National Union in accordance with the National Constitution. If not deducted from the member's paycheck, dues shall be paid to the Local as directed by the Finance Coordinators.

Section II. Initiation Fees

Initiation fees shall be set at \$10.00, \$5.00 of which shall be forwarded to the National Union. New members shall be given copies of the Local Constitution.

Section III. Unemployment Dues

Members employed less than five (5) days in any one calendar month shall pay unemployment dues of \$1.00 in lieu of membership dues, of which \$0.30 shall be forwarded to the National Union to cover the cost of the news organ.

Section IV. Failure to Pay Dues

Any member who shall fail to pay their current month's dues shall not be in good standing and shall be notified of such delinquency by the Finance Committee Coordinators. If such delinquent worker fails to place themselves in good standing within thirty (30) days after such notice, they shall be suspended.

Section V. Reinstatement Fee

Any members suspended for nonpayment of dues may be reinstated by paying their back dues in addition to the current month's dues and a reinstatement fee equal to the initiation fee set in Section II of this Article, \$5.00 of which shall be forwarded to the National Union.

Section VI. Withdrawal Cards

Upon request, a withdrawal card shall be issued to a member who is no longer working within the jurisdiction of UE provided such member is in good standing at the time.

Section VII. Commencement of Membership Status

Any eligible member shall enjoy membership in good standing from either (1) the first day of the month for which dues are paid by the eligible member to the Local; or (2) the first day of the month for which dues checkoff is authorized, whichever is earlier.

Section VIII. Agency Fees

Agency fees shall be set to an amount equivalent to union dues as set in Section I of this Article.

Section IX. Non-Membership

Eligible members who do not pay union dues, including workers who choose to pay agency fees in lieu of union dues, are not considered members in good standing.

Article 7 - Counsel and Strike Fund

A monthly per capita of no less than five per cent (5%) of each month's dues shall be placed to the credit of the Local's Counsel and Strike Fund. This fund shall be used by the Local for defense purposes only, including strikes, arbitration, legal counsel and defense, and similar efforts to protect the collective bargaining agreement and the Local. This value may be increased in the bi-annual budget approved by general membership as outlined in Article 8 Section III.

Article 8 - Union Organizational Structure

Section I: General Membership

The general membership shall at all times be the driver of the overarching values and goals of the Local insofar as they articulate these values and goals in union spaces including, but not limited to, GMMs, grievances, organizing campaigns, and other Union meetings.

Section II: Central Coordinating Committee

- a. The Central Coordinating Committee (CCC) is composed of all Union Custodians.
- b. Any member in good standing may attend and participate in all CCC meetings, unless the CCC decides to move into closed session for the discussion of union matters where member or employee privacy may be impacted.
- c. The CCC shall be responsible for:
 - i. At all times acting in service of General Membership and executing the will of General Membership,
 - ii. Coordinating all union business among Standing Committees, as defined in Section III of this Article, by delegating and distributing tasks and responsibilities among them,
 - iii. Coordinating organizing activities across the Local,
 - iv. Setting goals and strategy of union activities consistent with the needs and wants of General Membership.
- d. The CCC shall make decisions through a process of consensus amongst present CCC members and members in attendance. Consensus shall be reached if no members present object to the decision in question. The meeting facilitator shall ensure that there are no objections from present members prior to declaring a consensus has been reached. If and only if no consensus can be reached on an item, the CCC shall decide on a course of action by majority vote. Should a decision go to a vote, the votes of each CCC member shall be recorded in meeting minutes available to members in good standing.
- e. The CCC shall ensure that GMMs and Special Meetings occur in compliance with Article 11.

- f. The CCC shall meet regularly, at least once every two weeks during the academic year.
- g. CCC meetings shall require a quorum of at least one-half of Union Custodians.

Section III. Standing Committees

- a. Standing Committees perform core union functions necessary for the operations of the Local.
- b. The following are the Local's Standing Committees:
 - i. Finance Committee,
 - ii. Media and Communications Committee,
 - iii. Data, Membership, and Records Committee,
 - iv. Grievance Committee,
 - v. Organizing Committee,
 - vi. Solidarity and Political Action Committee.
- c. Standing Committees, with the exception of the Grievance Committee, shall be composed of two (2) elected Standing Committee Coordinators and any member in good standing who elects to join.
- d. Standing Committee meetings, with the exception of Grievance Committee meetings, shall be open to any member in good standing.
- e. Standing Committee duties shall be as follows, unless duties are otherwise re-distributed with the consent of the appropriate Standing Committee(s) and the CCC:
 - i. Finance Committee shall:
 - 1. Maintain clear and accurate records of all financial transactions, including accounts of all receipts and expenses,
 - 2. Furnish all supplies pertaining to the Local,
 - 3. Pay all bills and financial obligations of the Local,
 - 4. Coordinate with the Data, Membership, and Records Committee to assist with dues enforcement,
 - 5. At least twice per year, prepare, and submit for approval of General Membership, a budget which can be amended by a vote at a GMM,
 - 6. Furnish a monthly financial report to the Local, available to all members in good standing,
 - 7. Furnish a monthly report on per capita to the Regional Council,
 - 8. Furnish a monthly report on per capita to the National Union,
 - 9. Perform other financial duties that may be necessary to the proper and effective operation of the Local in coordination with the CCC and other Standing Committees.
 - ii. Media and Communications Committee shall:
 - 1. Author and disseminate timely communications with membership regarding pertinent updates on union matters,

2. Conduct or delegate all official correspondence of the Local with the Employer and with external organizations,
- iii. Data, Membership, and Records Committee shall:
1. Maintain a database of records of all workers in the Bargaining Unit including but not limited to, worker membership status in the union, worker contact information, and any other information pertinent to enforcing the rights of bargaining unit members,
 2. In conjunction with the Finance Committee, keep records of and enforce the timely payment of membership dues,
 3. In coordination with temporarily convened election committees, described in Article 18 Section II, provide membership records required to facilitate the Local's elections and subsequently maintain election records,
 4. Facilitate General Membership votes in accordance with procedures specified in Article 11, Section III,
 5. Maintain record of the Local's historical and current Constitution and other documentation.
- iv. Organizing Committee shall:
1. Establish and maintain appropriate departmental, divisional, and campus-wide organizing structures and strategies in line with goals established in the CCC,
 2. Plan and facilitate efforts to recruit and train new organizers,
 3. Communicate with and support the organizing goals of extant Working Groups, as specified in Article 14,
 4. Execute collective actions around issue campaigns and unresolved grievances in coordination with the Grievance Committee,
 5. Execute collective actions during the collective bargaining of Contracts including, but not limited to, rallies, marches, walkouts, and strikes.
- v. Solidarity and Political Action Committee shall:
1. Execute the Local's broader political resolutions,
 2. Lead and participate in local, national, and international coalitions in accordance with the Local's principles and resolutions.
- vi. Grievance Committee shall:
1. Be composed of the Homewood Lead Coordinating Steward, the East Baltimore Lead Coordinating Steward, and two (2) elected Divisional Lead Stewards per division, as described in Article 10 Section II,
 2. Be open to attendance for all stewards.
 3. Plan and facilitate efforts to recruit new stewards in coordination with the Organizing Committee,
 4. Ensure all stewards are adequately trained,
 5. Assist stewards with grievances as necessary,

6. Identify recurring grievances and coordinate class-action grievances and/or issue-based organizing campaigns in coordination with the Organizing Committee and CCC,
7. Establish, organize, and maintain up to date records of filed, resolved, and unresolved grievances,
8. Recommend to the CCC the advancement of grievances to arbitration when appropriate and facilitate such advancement upon the agreement of the CCC by majority vote.

Article 9 - Elected Union Custodians and Their Duties

Section I. Elected Union Custodians

- a. Elected Union Custodians shall consist of two (2) Standing Committee Coordinators for each Standing Committee specified in Article 8, Section III, and two (2) Divisional Lead Stewards per Division as specified in Article 10, Section II.
- b. The twelve (12) Standing Committee Coordinators shall be:
 - i. Two (2) Finance Coordinators comprising:
 1. One (1) Treasurer,
 2. One (1) Finance Coordinator,
 - ii. Two (2) Media and Communications Coordinators,
 - iii. Two (2) Data, Membership, and Records Coordinators,
 - iv. Two (2) Organizing Coordinators,
 - v. Two (2) Solidarity and Political Action Coordinators comprising:
 1. One (1) National Liaison,
 2. One (1) Solidarity and Political Action Coordinator,
 - vi. Two (2) Grievance Coordinators (Lead Coordinating Stewards) comprising:
 1. One (1) Homewood Lead Coordinating Steward,
 2. One (1) East Baltimore Lead Coordinating Steward.
- c. The ten (10) Divisional Lead Stewards shall be:
 - i. Two (2) Divisional Lead Stewards for the School of Arts and Sciences - Humanities and Social Sciences, School of Advanced International Studies, School of Education,
 1. Humanities and Social Sciences departments include the following: Anthropology; Classics, Comparative Thought and Literature; Economics; English; History; History of Art; History of Science and Technology; Interdisciplinary Humanistic Studies; Modern Languages and Literatures; Near Eastern Studies; Philosophy; Political Science; and Sociology.
 - ii. Two (2) Divisional Lead Stewards for the School of Arts and Sciences, Natural Sciences,

1. Natural Science departments include the following: Cell, Molecular, and Developmental Biology; Chemical and Chemical Biology; Chemistry Biology Interface; Cognitive Science; Earth and Planetary Sciences; Mathematics; Molecular Biophysics; Physics and Astronomy; and Psychology and Brain Sciences.
 - iii. Two (2) Divisional Lead Stewards for the School of Engineering,
 - iv. Two (2) Divisional Lead Stewards for the School of Medicine,
 - v. Two (2) Divisional Lead Stewards for the School of Public Health and School of Nursing.
- d. The CCC shall recommend to General Membership the addition of any new department or program with eligible workers to one of the above divisions. The new department or program shall be added to the recommended division by vote of General Membership, following the procedures specified in Article 11, Section III.

Section II. Standing Committee Coordinator Duties

- a. Standing Committee Coordinators are responsible for facilitating the execution of their respective Standing Committee functions (specified in Article 8, Section III) in line with strategy and goals set by the CCC, including but not limited to:
 - i. Ensuring the execution of tasks necessary for the administration of strategy and goals set by the CCC,
 - ii. Ensuring the execution of all other duties determined to be necessary by general membership or the CCC,
 - iii. Attending CCC meetings to report updates on the ongoing functions of the respective Standing Committee and to coordinate with members of other Standing Committees on joint goals and tasks,
 - iv. Coordinating regular meetings for the Standing Committee,
 - v. Facilitating the distribution of tasks and responsibilities amongst Standing Committee members,
 - vi. Ensuring the Standing Committee has sufficient participation to carry out its functions and facilitating the recruitment of members to increase the capacity of the Standing Committee as needed.
 - vii. Serve, on a rotating basis, as non-voting Custodian. The non-voting Custodian shall verify that quorum is met for CCC meetings and call for a vote if consensus cannot be reached on a matter during the meeting. Should a matter go to a vote, the non-voting Custodian may serve as the tie-breaker if necessary.
- b. Standing Committee Coordinators of the following committees have the following specific responsibilities:
 - i. The Treasurer and the Finance Coordinator shall jointly sign checks and per capita reports, and shall have bonding insurance in the amount required by the National Union.

- ii. The National Liaison shall:
 - 1. Be responsible for maintaining communication with the National Union and Regional Council, and ensure effective flow of information between the National Union, the CCC, and relevant Standing Committees.
 - 2. Jointly sign checks and per capita reports if one of the Finance Committee coordinators is unavailable, and have bonding insurance in the amount required by the National Union.
- iii. The National Liaison and the Solidarity and Political Action Coordinator shall serve as delegates to any UE National Convention and Regional Council meetings to which the Local sends delegates.
- iv. The Lead Coordinating Stewards shall:
 - 1. Advise and support the Divisional Lead Stewards,
 - 2. Serve on the Bargaining Committee if elected during a term where a Contract is being collectively bargained until the Contract has been ratified. If the negotiation period for the Contract extends past their term as Lead Coordinating Steward, as specified in Article 18, Section VII, they shall continue to serve on the Bargaining Committee until the Contract has been ratified and may run for re-election for Lead Coordinating Steward or another position, following the procedures specified in Article 18.

Section III. Divisional Lead Steward Duties

The duties of Divisional Lead Stewards are as specified in Article 10, Section II.b.

Article 10 - Steward Structure and Duties

Section I. Steward Duties

All Stewards of this Local shall:

- a. Be a member in good standing,
- b. Receive training in handling grievances, contract enforcement, and other areas of union organizing as determined by the Grievance Committee,
- c. Handle and document grievances in a timely manner in accordance with the Contract,
- d. Maintain timely communication with the appropriate Divisional Lead Stewards regarding the status of grievances and other matters pertinent to effective grievance handling,
- e. Regularly provide information to and be responsive to the needs and requests of members,
- f. Treat all members in a fair and equal manner in their representation,
- g. Protect the privacy of members amid ongoing grievance procedures.

Section II. Steward Structure

- a. Stewards shall:
 - i. Fulfill the requirements specified in Section I of this Article.
- b. Divisional Lead Stewards shall:
 - i. Be elected by members in their division,
 - ii. Fulfill the requirements specified in Section I of this Article,
 - iii. Support and advise stewards in their division,
 - iv. Convene meetings of Stewards in their division to discuss grievances and share information as needed,
 - v. Be a member of the Grievance Committee,
 - vi. Attend CCC meetings,
 - vii. Recruit and support new Stewards,
 - viii. Facilitate the annual Steward elections for their division and rolling elections of new Stewards as needed, in coordination with the Data, Membership, and Records Committee.
- c. Lead Coordinating Stewards shall:
 - i. Be elected by General Membership,
 - ii. Fulfill the requirements specified in Section I of this Article,
 - iii. Serve as the coordinators of the Grievance Committee,
 - iv. Have the responsibilities outlined in Article 9 Section II.

Section III. Elections of Stewards

- a. Steward elections will occur once a year in April.
- b. Stewards may additionally be elected on a rolling basis at the discretion of the relevant Divisional Lead Stewards.
- c. Divisional Lead Stewards shall determine the electorate for each Steward in their division.
- d. Stewards' terms shall begin when results from their election are disseminated to General Membership and they receive appropriate training as determined by the Grievance Committee.
- e. Stewards shall serve until the next April election.

Article 11 - Membership Meetings and Votes

Section I. General Membership Meetings

- a. General Membership Meetings (GMMs) shall be held monthly during the academic year. Notice for GMMs shall be given at least one (1) week in advance by email.

- b. If needed, general membership meetings may be called in the Summer as follows:
 - i. At the last regular meeting of the academic year, the general membership may vote to hold one or more summer meetings.
 - ii. The CCC may call a GMM during the summer months with at least one (1) week notice.
- c. GMM facilitators shall be solicited at a previous GMM and shall work with CCC to establish an agenda
- d. The CCC shall ensure that GMMs and Special Meetings occur in compliance with this Article.
- e. Recorded minutes of GMMs shall be made available to all members within 24 hours of each GMM and shall be maintained by the Data, Membership, and Records Committee.

Section II. Special Membership Meetings

- a. Special Meetings may be called by the CCC, the Bargaining Committee when extant, or by petition of at least 5% of members in good standing submitted to the CCC. The CCC shall call a Special Meeting within ten (10) days of receipt of a valid petition.
- b. Notice of Special Meetings shall be given to the membership at least three (3) days prior to the Special Meeting.
- c. Recorded minutes of Special Meetings shall be made available to all members within 24 hours and shall be maintained by the Data, Membership, and Records Committee.

Section III. General Membership Votes

- a. All members in good standing may participate in General Membership votes.
- b. A General Membership vote may be called at a GMM or Special Membership meeting.
- c. Strike Authorization votes and Contract Ratification votes shall be voted on by General Membership as specified in Article 12 and Article 13, respectively.
- d. A General Membership vote may be called by the CCC or by petition of 5% of members in good standing.
- e. The Data, Membership, and Records Committee shall be responsible for running General Membership votes in coordination with those calling for the vote and the CCC.
- f. Notice of a General Membership vote shall be made at least forty-eight (48) hours prior to the vote opening, unless otherwise specified for Strike Authorization votes or Contract Ratification votes as specified in Articles 12 and Article 13, respectively.
- g. General Membership votes must be open for at least forty-eight (48) hours unless otherwise specified for Strike Authorization votes or Contract Ratification votes as specified in Articles 12 and Article 13, respectively.
- h. Results of the General Membership vote shall be announced no more than forty-eight (48) hours after the end of the voting period.

Article 12 - Strikes

Section I. Strike Vote

- a. Strike Authorization votes can be called:
 - i. By the CCC,
 - ii. By the Bargaining Committee,
 - iii. By petition of 30% of members in good standing.
- b. Notice of a strike authorization vote shall be made at least twenty-four (24) hours prior to the vote opening.
- c. Members in good standing shall vote to authorize a strike by electronic secret ballot.
- d. Strike authorization votes must be open for at least twenty-four (24) hours.
- e. More than fifty per cent (50%) of those voting must affirm the strike authorization in order for it to pass.

Section II. Notifying General President of Intent to Strike

No strike shall be called by the Local without the General President of the National Union, or a representative of the General President, having made an effort to adjust the dispute. It shall be the duty of the National Liaison to immediately notify the General President if a strike is proposed or pending.

Article 13 - Contract Ratification

- a. A Contract Ratification vote shall be called by the Bargaining Committee.
- b. Notice of a Contract Ratification vote shall be made at least forty-eight (48) hours prior to the vote opening, unless extenuating circumstances, such as a strike, necessitate a shorter notification period, as determined by the Bargaining Committee.
- c. The Bargaining Committee shall present to the General Membership a recommendation regarding the Tentative Agreement of the Contract.
- d. Members in good standing shall vote to ratify the Tentative Agreement of the Contract by electronic secret ballot.
- e. Contract Ratification votes must be open for at least forty-eight (48) hours, unless extenuating circumstances, such as a strike, necessitate a shorter notification period, as determined by the Bargaining Committee.
- f. More than fifty percent (50%) of those voting must affirm the Tentative Agreement of the Contract in order for it to be ratified.

Article 14 - Working Groups

Section I. Formation of Working Groups

- a. Working Groups may be formed to explore emerging or unattended potential issues or business pertinent to the Local.
- b. Working Groups shall be formed by prospective members after:
 1. The prospective members communicate the group's name, statement of purpose, and a list of at least five (5) members with the CCC,
 2. The CCC votes to approve the formation of the Working Group. If the CCC rejects the formation of the prospective Working Group, the CCC shall communicate the reason for this decision to General Membership.

Section II. Working Group responsibilities

Working Groups shall:

- a. Announce their formation to General Membership at the next GMM after the formation of the Working Group,
- b. Be considered active if meeting at least once per semester,
- c. Provide updates at a GMM at least once per year and present organizing goals and progress to the Organizing Committee Coordinators at least once per semester,
- d. Not have the right to speak on behalf of the Local.

Article 15 - Bargaining Committee Election and Duties

Section I. Bargaining Committee Composition

- a. The size of the Bargaining Committee shall be decided by the CCC in advance of the election of the Bargaining Committee.
- b. The Bargaining Committee shall be composed of the two Lead Coordinating Stewards serving at the time of the Bargaining Committee election. The remaining members of the Bargaining Committee shall be elected by General Membership, with any member in good standing eligible to fill remaining Bargaining Committee positions.
- c. Bargaining Committee members shall serve on the Bargaining Committee until the Contract is ratified, subject to vacancy and recall procedures specified in Articles 19 and 20 respectively.

Section II. Bargaining Committee Elections

- a. Prior to the collective bargaining of a new Contract, the CCC shall convene a temporary Election Committee, as specified in Article 18 Section II, that shall be tasked with facilitating the election of a new Bargaining Committee.
- b. Only members in good standing for at least one (1) month preceding the month in which nominations take place shall be eligible for election as a Bargaining Committee member.
- c. Elections of the Bargaining Committee shall be by electronic secret ballot. Candidate names shall appear on the ballot in a randomized order.
- d. The nomination period shall conclude at least fourteen (14) days prior to the election date.
- e. The nomination period shall be no shorter than seven (7) days, and the voting period shall be no shorter than two (2) days.
- f. Nominees shall be asked by the Election Committee in writing whether they accept or decline the nomination within three (3) days following the closure of the nomination period. Nominees who decline the nomination or do not answer within two (2) days shall not be candidates.
- g. Membership shall be informed of all nominated candidates and the voting period no less than seven (7) days before the start of the voting period by the Election Committee.
- h. Bargaining Committee elections shall follow the procedures outlined in Article 18, Section V.
- i. Any challenge to Bargaining Committee elections shall follow the procedures outlined in Article 18, Section VI.

Section III. Bargaining Committee Duties

The duties of the Bargaining Committee shall be to:

- a. Negotiate the Contract on behalf of and in service of General Membership,
- b. Report the progress of negotiations to the General Membership in a timely manner,
- c. Sign all contracts and agreements with the Employer ratified by the General Membership,
- d. Ensure that all bargaining sessions and all Bargaining Committee caucuses are open to all members in good standing, unless extenuating circumstances necessitate otherwise, as determined by majority vote of the Bargaining Committee.

Article 16 - Auditors

- a. Three (3) Auditors shall be elected by General Membership following the procedures specified in Article 18.
- b. Union Custodians and members who have served on the Finance Committee in the last one (1) year cannot run for election as an Auditor.
- c. Duties of the Auditors shall be to:

- i. Safeguard all property of the Local, keep an inventory thereof, and report the same in writing at a GMM every three (3) months,
- ii. Examine and audit all books and records of the Finance Committee quarterly and make quarterly reports at the next GMM following the audit, and make such other audits and reports at the request of the CCC or the General Membership.
 1. General Membership may request an audit by petition of one hundred (100) members in good standing.
- iii. Witness the quarterly official notification by the Finance Committee Coordinators to the General Secretary-Treasurer of the National Union certifying that the Local's books and records have been audited. This notice shall state what the condition of the books and records are.
- iv. Keep all sealed ballots transferred from Election Committees for no less than one (1) year following an election as specified in Article 18 Section II.

Article 17 - National Delegates

Section I. National Delegate Composition

- a. The National Delegates shall consist of:
 - a. Two (2) Solidarity and Political Action Committee co-coordinators,
 - b. Elected members in good standing filling the remaining allotted delegate seats.
- b. If either Solidarity and Political Action Committee Coordinators cannot attend the upcoming National Convention or Regional Meeting, their replacement shall be elected following the procedure in Section II of this Article.

Section II. National Delegate Elections

- a. Prior to each National Convention or Regional Meeting, the CCC shall convene a temporary Election Committee, as specified in Article 18 Section II, that shall be tasked with facilitating the election of the National Delegates.
- b. National Delegates shall be elected no later than one (1) month in advance of each National Convention and Regional Meeting.
- c. Only members in good standing for at least one (1) month preceding the month in which nominations take place shall be eligible for election as a National Delegate.
- d. Membership shall be notified in writing (by first-class mail or publication in the UE News) of the nomination and voting periods no less than fifteen (15) days prior to the beginning of the nomination period.
- e. The nomination period shall be no shorter than seven (7) days, and the voting period shall be no shorter than two (2) days.

- f. The nomination period shall conclude at least fourteen (14) days prior to the election date.
- g. Nominees shall be asked by the Election Committee in writing whether they accept or decline the nomination within three (3) days following the closure of the nomination period. Nominees that decline the nomination or do not answer within two (2) days shall not be candidates.
- h. Membership shall be informed of all nominated candidates and the voting period no less than seven (7) days before the start of the voting period by the Election Committee.
- i. National Delegates elections shall follow the procedures outlined in Article 18, Section V.
- j. Any challenge to National Delegates elections shall follow the procedures outlined in Article 18, Section VI.
- k. National Delegates shall serve a term not extending beyond the National Convention or Regional Meeting they were elected to attend.

Article 18 - Elections

Section I. Electorate for Union Positions

The following elected union positions shall be elected by General Membership:

- a. Standing Committee Coordinators,
- b. Bargaining Committee members,
- c. Auditors,
- d. National Delegates.

The following elected union positions shall be elected according to the following:

- a. Divisional Lead Stewards are elected by members in their respective divisions.
- b. Stewards shall be elected as specified in Article 10, Section III

Section II. Election Committee

- a. The CCC shall call for no less than three (3) members to volunteer to serve on a temporarily convened Election Committee in a GMM.
- b. Members are eligible to serve on Election committee if they:
 - i. Are in good standing and have been in good standing for at least one (1) month preceding the meeting at which they volunteer,
 - ii. Are not running for any position in the election overseen by the committee.
- c. The Election Committee shall
 - i. Conduct and supervise the election,
 - ii. Collaborate with the Data, Membership, and Records Committee to:
 - 1. Determine the eligibility of the nominees,

2. Determine the eligibility of the members voting.
- iii. Collaborate with the Media and Communications Committee to disseminate information regarding the election to General Membership,
 - i. Set and prepare the nomination and voting methods,
 - ii. Count the eligible votes cast for each candidate,
 - iii. Report election data to the Data, Membership, and Records Committee, which will maintain the data for not less than one (1) year following the election,
 - iv. Transfer electronic secret ballots to the Auditors who will retain the ballots for the remainder of their term.

Section III. Nomination and Voting Periods for Union Custodians and Auditors

- a. Elections for Union Custodians and Auditors shall be conducted annually, during the Spring Term.
- b. General Membership shall be notified in writing (by first-class mail or publication in the UE News) of the nomination and voting periods no less than fifteen (15) days prior to the beginning of the nomination period.
- d. The nomination period shall be no shorter than seven (7) days, and the voting period shall be no shorter than two (2) days.
- e. The nomination period shall conclude at least fourteen (14) days prior to the election date.
- f. Nominees shall be asked by the Election Committee in writing whether they accept or decline the nomination within three (3) days following the closure of the nomination period. Nominees that decline the nomination or do not answer within two (2) days shall not be candidates.
- g. Membership shall be informed of all nominated candidates, the positions for which they have been nominated, and the voting period no less than seven (7) days before the start of the voting period by the Election Committee.

Section IV. Eligibility

- a. Members are eligible for Union Custodian positions if they are in good standing and have been in good standing for at least one (1) month preceding the beginning of the nomination period.
- b. Members are eligible to run for Divisional Lead Steward if they are a member of the division they seek to represent.
- c. Members are eligible to run for East Baltimore Lead Coordinating Steward if they are a worker at one of the School of Medicine, School of Public Health, or School of Nursing.

- d. Members are eligible to run for Homewood Lead Coordinating Steward if they are a worker at one of the School of Arts and Sciences, School of Engineering, School of Education, or School of Advanced International Studies.
- e. No member shall run for more than one (1) Union Custodian position.

Section V. Election Procedures

- a. Elections shall be by electronic secret ballot. Candidate names shall appear on the ballot in a randomized order.
- b. Election results shall be communicated to General Membership within forty-eight (48) hours of the end of the voting period.
- c. Members shall rank the candidates in order of preference for each position and the winning candidates shall be selected according to the single-transferable vote (STV) election methodology.

Section VI. Election Challenges

Any challenge to the conduct or results of the election must be filed with the Auditors within five (5) days after the official announcement of the election results. The Auditors shall promptly investigate such a challenge and make a recommendation for its disposition at the next GMM or Special Meeting. The disputed office shall be filled in accordance with the decision of the membership, subject to the appeals procedure provided for in Article 21 of this Constitution.

Section VII. Terms and Inauguration

Union Custodian and Auditor terms shall expire on August 1 after the spring election, at which time their successors shall take over the position. All books, records, monies, and all other properties of the Local shall be delivered to the newly elected Union Custodians when they assume their roles.

Article 19 - Vacancies

Section I. Temporary Replacements

Union Custodian vacancies shall be filled temporarily, pending the election of a permanent replacement, by nomination of the CCC at the first CCC after the vacancy occurs. Temporary replacements shall not have voting privileges in the CCC.

Section II. Permanent Replacements

- a. The CCC shall convene a temporary Election Committee, as specified in Article 18 Section II, that shall be tasked with facilitating the election of the permanent replacement for the vacant position.
- b. The nomination period shall be no shorter than two (2) days, and the voting period shall be no shorter than two (2) days.
- c. The nomination period shall open no later than one (1) month after the vacancy occurs.
- d. Nominees shall be asked by the Election Committee in writing whether they accept or decline the nomination within one (1) day following the closure of the nomination period. Nominees that decline the nomination or do not answer within one (1) day shall not be candidates.
- e. Membership shall be informed of all nominated candidates, the positions for which they have been nominated, and the voting period no less than two (2) days before the start of the voting period by the Election Committee.
- f. The electorate for vacancies shall follow the requirements in Article 18, Section I.
- g. Eligibility for vacant positions shall follow the requirements specified in Article 18, Section IV.
- h. Replacements shall serve the remainder of the term of the filled position.
- i. The decision to fill a Bargaining Committee vacancy is at the discretion of the Bargaining Committee, and shall follow the same procedure as above.
- j. Vacancy elections shall follow the procedures outlined in Article 18, Section V.
- k. Any challenge to Vacancy elections shall follow the procedures outlined in Article 18, Section VI.

Article 20 - Recalls

Section I. Recall of Elected Positions

- a. A Union Custodian, Bargaining Committee member or National Delegate may be recalled by petition of 60% of votes cast in the most recent election for the target position.
- b. Endorsements of the petition must be by members of the electorate of the target position.
- c. Recall petitions shall be presented in writing to the Auditors. If a petition is determined to be sustained, the target position will be considered vacant, and shall be filled as specified in Article 19.

Section II. Recall of Stewards

- a. Any member in good standing may initiate a petition for recall of an elected Steward.

- b. Recall petitions for Stewards are sustained if they meet an endorsement threshold of either 50% of members in the Steward's electorate, as defined in Article 10, Section III, or 30 members in the Steward's electorate, whichever is met first.
- c. Recall petitions for Stewards in writing shall be presented to the relevant Divisional Lead Stewards.
- d. If a recall petition is sustained, the Divisional Lead Steward shall call a recall election for the Steward within one (1) month of receipt of the petition. A Steward shall be recalled if more than 50% of voters vote for their recall.
- e. If a Steward is recalled, the Steward shall immediately retire all Steward duties and not run for a Steward position for at least one (1) year.

Section III. Removal on the Basis of Absence for Elected Union Custodians

- a. A significant absence of a Union Custodian is defined as a lack of communication from the absent Union Custodian for no less than one (1) month with no arrangement of duty coverage as specified in b. of this Section.
- b. If any Union Custodian foresees an absence, the custodian shall endeavor to maintain communication with any committees for which they have obligations during their absence, and arrange with the relevant committees for another member to assume their non-voting responsibilities.
- c. In the event of a significant absence of a Union Custodian, the CCC may, by a two-thirds (2/3) majority vote, assume that the custodian has resigned their position. The vacancy shall be filled according to Article 19.

Article 21 - Trials and Appeals

- a. If a member of the Local commits an offense against the Constitution, or the good and welfare of the Local, Regional Council or National Union, they shall be given an impartial trial by the Local. The offense for which they are charged shall be presented in writing to the Local by a member in good standing of the National Union. One of the coordinators of the Local's Data, Membership, and Records Committee shall give a copy of such charges to the accused member.
- b. A Trial Committee of five (5) members shall be elected by the members present at the next GMM of the Local following the submission of the charges. The Trial Committee shall record the testimony and make recommendations as to the disposition of the case to the next GMM of the Local which shall vote on the recommendations.
- c. The member(s) referring the charges and the accused shall have the right to appeal to the Regional Council, and then to the General Executive Board of the National Union, and from that body to the ensuing National Convention. The respective decisions of the

Local, the Regional Council and the General Executive Board shall be final until otherwise decided by the higher body.

- d. If a member of the Local commits the offense of engaging in raiding or secession activities, the following procedure shall be followed notwithstanding any other provisions of the National Constitution, or the Region Constitution, or this Local Constitution. They shall be given an impartial trial by their Local Union. Such charges must be presented in writing by the member making the charges to the Local of which the accused is a member. The member making the charges must be a National Union member in good standing. A copy of said charges is to be given to the accused by one of the coordinators of the Local's Data, Membership, and Records Committee. A decision on such charges shall be made by the Local not later than ten (10) days after receipt of the charges by the Local. Both the member referring the charges and the accused shall have the right to appeal to the Regional Council, which Regional Council shall have the power to elect from its body a committee to investigate the facts and hold hearings as deemed necessary. A decision of the Regional Council or of the Regional Executive Board between meetings of the Council shall be rendered to the appellant not later than seven days from the receipt of the appeal by the Regional Council. Appeals can further be taken to the National Union General Executive Board and from that body to the ensuing convention. The decision of any lower body shall be final until otherwise decided by a higher body. If the Local does not comply with the provisions of this Section, the General Executive Board shall have the power to assume jurisdiction on such charges of raiding or secession pending before the Local.

Article 22 - Constitutional Amendments

- a. Any member in good standing of the Local, may, with the written endorsement of one hundred fifty (150) members in good standing of the Local, submit proposed amendments to this Constitution in writing to the CCC.
- b. The member submitting the amendment must state the Article and Section of the Constitution sought to be amended, along with both the original and proposed amended wording of the section.
- c. The CCC shall report the proposed amendment to the next GMM no later than thirty (30) days after the proposed amendment has been received. The CCC shall make its recommendations on the proposed amendment to the membership.
- d. The proposed amendment shall be communicated to members no less than fourteen (14) days before the GMM where the amendment is discussed.
- e. The proposed amendment shall become part of this Constitution provided such amendment does not conflict with the Constitution of the Regional Council or the National Union, and the amendment passes by a two-thirds (2/3) majority voting in favor of the amendment.

