

# CONSTITUTION & BY-LAWS UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE)

## LOCAL 1077

*Amended 2/23/2017*

*Amended February, 2024*

### **PREAMBLE**

We, the Electrical, Radio and Machine Workers realize that the struggle to better our working and living conditions is in vain unless we are united to protect ourselves collectively against the organized forces of the employers.

Realizing that the old craft form of trade union organization is unable to defend effectively the interests and improve the conditions of the wage earners, WE, THE ELECTRICAL, RADIO AND MACHINE WORKERS, form an organization which unites all workers in our industry on an industrial basis, and rank and file control, regardless of craft, age, sex, nationality, race, creed or political beliefs, and pursue at all times a policy of aggressive struggle to improve our conditions.

We 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 of the workers.

### **1. NAME**

This organization shall be known as United Electrical, Radio and Machine Workers of America (UE) Local 1077.

### **2. AFFILIATION**

Local 1077 shall be affiliated with the United Electrical, Radio and Machine Workers of America, National Union, and Western Region, United Electrical, Radio and Machine Workers of America (UE).

### **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; and provide for the advancement of the interests of the workers.

### **4. ELIGIBILITY**

All persons coming under the jurisdiction of the UER & MWA are eligible to membership in this Local, regardless of age, skill, craft, sex, nationality, color, religious or political beliefs or affiliation, sexual orientation, disability or immigration status.

## **5. COMPOSITION OF EXECUTIVE BOARD:**

The elected officers of this Local shall be a President, a Vice President, a Recording Secretary, a Financial Secretary. The Local Executive Board shall be composed of the President, Vice President, Recording Secretary, Financial Secretary, one Chief Steward from each of four Districts and one Alternate Chief Steward from each of four Districts. In addition to the foregoing officers there shall be three Trustees, an alternate Trustee and a Sergeant-at-Arms. Any steward from the District shall temporarily serve as an alternate member of the state executive board for their Alternate Chief Steward or District Chief Steward seat, in case of the absence of a primary member, if appointed and approved by Executive Board.

## **6. DUTIES OF THE LOCAL EXECUTIVE BOARD**

- (a) All decisions of the Executive Board shall be by a majority vote of the member's present.
- (b) 6 members of the Executive Board shall constitute a quorum.
- (c) The Executive Board shall perform all duties necessary to the proper administration of the affairs of the Local Union consistent with the Local, Regional Council and National Constitutions.
- (d) The Executive Board, with the approval of the membership, may fix the compensation to be paid to any member, officer or other person employed by the Local Union, provided such compensation shall not exceed the maximum paid the workers in the industry.
- (e) The Executive Board shall act in cases of emergency which may arise between meetings of the Local.
- (f) The Executive Board shall determine the financial arrangements necessary to ensure that the business of the Union functions in an orderly manner.
- (g) The Executive Board shall meet at least one time per month via conference call and at such other times as the Executive Board or the President may determine.

The Executive Board may conduct in-person meetings or by conference call quarterly the location around the four Districts of the state, and where possible, meet in close proximity to the District 's quarterly membership meeting.

Quarterly in person Executive Board meetings shall be attended by the Executive Committee, and the 4 District Chief Stewards and the Alternate Chief Steward from the district where the meeting is being held.

- (h) The Executive Board may advise or control the course of action of any or all Local Officers and Committees, except as otherwise herein provided, subject to the approval of the membership.

(i) The Executive Board shall use every possible means to organize the unorganized within the jurisdiction of the Local.

(j) The Executive Board shall establish such committees as may be needed to promote the interests of the Union, subject to the approval of the members.

(k) The Executive Board may at any time require from any officer or committee a full and detailed statement of account of any action or business done in the name of the Local.

(l) A vacancy in the Executive Board shall be filled by nomination and election at the next regular District meeting of the Local Union upon at least 15 days written (by first class mail or publication in the UE News) notice to the membership.

(m) The term of office shall be for two (2) years or until the following statewide convention, whichever is shorter.

(n) The four state officers shall constitute an executive committee, responsible for conducting business between executive board meetings. The Executive board shall be empowered to conduct the business and make decisions of the local in keeping with the spirit of decisions made by the convention.

(o) The Executive Board shall be empowered, between Local Conventions, to make all financial decisions less than \$5,000, including arbitrations. Any financial decisions expected to cost over \$5,000 or other special decisions shall be decided by a majority votes from four District meetings combined across the state.

**(p) The Executive Board shall appoint a 3<sup>rd</sup> check signer by a majority vote. This Executive Board member shall be bonded.**

## **7. DUTIES OF THE PRESIDENT**

The President of the Local shall:

(a) Preside at all regular and special meetings of the Local and Local Executive Board.

(b) Be a member of the Local Executive Board.

(c) Preserve order and enforce the Constitution and By-Laws of the Union.

(d) Be an ex-officio member of all committees, but shall have no vote at the meetings at which he presides, except in case of a tie.

(e) Appoint, subject to the approval of the membership, all special committees, when an election of same is not called for.

(f) Sign checks jointly with the Financial Secretary.

(g) Give bond in the amount required by the national union.

(h) Be at all times responsible to the Executive Board.

(I) Shall be a delegate to any National Union and Regional Council Convention to which the Local sends delegates.

(j) Coordinate the work of the District Chief Stewards

(k) Represent members at Step 3 Grievances.

(l) Serves on the National Renzenberger Conference board, or appoint someone in their place.

## **8. DUTIES OF THE VICE PRESIDENT**

The Vice President shall assist the President in the performance of all duties and act in the President's absence. The Vice President shall be a member of the Local Executive Board. The term of office shall be for two (2) years. The Vice President shall serve on the National Renzenberger Conference board, or appoint someone in their place.

## **9. DUTIES OF THE RECORDING SECRETARY**

The Corresponding and Recording Secretary shall:

(a) Keep all records and minutes of the meetings of the Local Union and of the Local Executive Board and Local Convention.

(b) Conduct all correspondence of the Local Union, and of the Local Executive Board unless otherwise directed by the Local Executive Board or as otherwise provided herein.

(c) Be a member of the Local Executive Board.

(d) Perform such other duties, with the approval of the Local Executive Board, as may be necessary to a proper and effective administration of the affairs of the Local.

## **10. DUTIES OF THE FINANCIAL SECRETARY**

The Financial Secretary shall:

(a) Receive, receipt, and account for all money paid to the Local.

(b) Pay all bills authorized by the Local.

(c) Furnish all supplies pertaining to the Local.

(d) Give account of all receipts and expenditures.

(e) Furnish a monthly Financial Report to the Local.

(f) Furnish a monthly report on per capita to the UE Western Regional office.

(g) Furnish a monthly report on per capita to the National Union.

(h) Sign checks and per capita reports jointly with the President.

(i) Give bond in the amount required by the National Union.

(j) Be a member of the Local Executive Board.

(k) Perform such other duties with the approval of the Local Executive Board as may be necessary to the proper and effective administration of the Local.

(l) Submit dues check off cards to the Company on a monthly basis and be responsible for notifying the company of annual dues increases by December 1 of each year.

## **11. DUTIES OF THE DISTRICT CHIEF STEWARD**

(a) Assist, aid and instruct stewards in the proper handling of their duties.

(b) Keep records of all complaints and grievances, verbal and written and their outcome for future reference and presentation to the membership.

(c) Conduct special and regular annual stewards' elections.

(d) Shall be a member of the Local Executive Board and shall chair the Stewards' Council in their District.

(e) Assist in on-going training of current stewards and identifying new stewards where needed. Stewards are encouraged to receive up to 6 hours of additional training beyond their initial 2 hour training.

(f) Assist and help prepare Step 2 and Step 3 grievances, along with the yard steward. Attend Step 2 and 3 grievance hearings.

(g) Shall review all grievances written by yard stewards before submitted to company.

## **12. DUTIES OF THE TRUSTEES**

The Trustees shall:

(a) Act as custodians and exercise supervision over all the property of the Local; keep an inventory thereof, and report same in writing at a Local meeting in every three-month period.

(b) Manage and safeguard all property of the Local.

(c) Examine and audit all books and records of the financial secretary quarterly, and make quarterly reports at the regular meeting of the Local following the audit, and shall make such other audits and reports at the direction of the Local Executive Board or the Local Union.

(d) Witness the quarterly official notification by the President and the Financial Secretary to the General Secretary-Treasurer of the National certifying that the Local's books and records have been audited. This notice shall state what the condition of the books and records are.

(e) They shall not be members of the Local Executive Board.

## **13. DUTIES OF THE ALTERNATE CHIEF STEWARD**

(a) The Alternate Chief Steward will represent the entire membership at the Local Executive Board meetings in which they attend.

- (b) Alternate Chief Steward will organize and participate in as many meetings in their district as possible.
- (c) Assist, aid and instruct stewards in the proper handling of their duties.
- (d) Shall be a member of the Local Executive Board.
- (e) Assist in on-going training of current stewards and identifying new stewards where needed in coordination with the Chief Steward.
- (f) Assist and help prepare grievances with the Chief Steward.
- (g) Plan and coordinate the district meetings.

#### **14. NOMINATION AND ELECTION OF OFFICERS**

- (a) Nominations for office shall be made by phone of the Local Convention or may be received via US mail at least 30 days prior to and 7 days after the Local Convention. All nominations must receive a second from another member in good standing.
- (b) The order of nominations shall be President, Vice President, Financial Secretary, Recording Secretary, Chief Steward for District, Alternate Chief Steward; Trustees.
- (c) Only members in good standing shall be eligible for office. District Chief Stewards and Alternate Chief Stewards shall be elected by a majority vote of those casting ballots from their District. All other offices are to be elected by a majority of those casting ballots, except for Trustees for whom the three candidates with the most votes shall be elected as Trustees and the fourth-place finisher shall be the Alternate Trustee.
- (d) No member may be a candidate for more than one office. This does not include Bargaining Committee, or delegate to the Regional Conventions or National Conventions.
- (e) If Nominees are not present when nominated, the Recording Secretary shall contact them within 7 days following the meeting at which nominations were made for the office for which they have been nominated, and indicate whether they accept or decline the nomination in writing.
- (f) An Election Committee of no less than 2 4 members, ~~one per District~~, shall be nominated from the floor of the State Convention and elected. No candidate shall be a member of the Election Committee. The Election Committee shall elect a chairperson.
- (g) The Election Committee shall conduct and supervise the Local election; determine, in accordance with the Constitution, the eligibility of the nominees and of the members voting; prepare and distribute sample and regular ballots via US Mail or electronic means; count the ballots cast for each candidate; tabulate the number of persons who voted in the election, and the number blank and mutilated ballots. All ballots shall be kept under seal for not less than one (1) year following the election. The names of the candidates for office shall appear on the ballot in alphabetical order of their last names. All expenditures incurred by the Committee shall be subject to the approval of the Executive Board.

(h) The election of Local Officers shall occur via US Mail **or electronic means.** All current members in good standing will receive a mail ballot within 30 days after the local convention. All ballots must be received within 10 days after receipt or 40 days after convention (whichever is later) of the local convention to be valid.

(i) Only members in good standing shall be allowed to vote in elections.

(j) The Chairperson of the Election Committee shall prepare a report stating the total number of ballots cast, the number of void, blank and mutilated ballots, and the number of votes cast for each candidate for the respective offices. After the report has been made, the membership shall, after approving the report, discharge the Election Committee from its duties.

(k) Any challenge to the conduct or results of the election must be filed with the Recording Secretary within five (5) days after the official announcement of the election results. The Executive Board shall promptly investigate such challenge and make recommendation for its disposition to the next regularly scheduled meeting 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 Section 26 of this Constitution.

(l) The terms of the old officers shall expire 60 days after the election, at which time their successors shall take office. All books, records, monies and all other properties of the Local shall be delivered to the newly elected officers when they assume office.

## **15. DELEGATES TO REGIONAL AND NATIONAL CONVENTIONS AND EVENTS:**

Delegates to the Regional Council and National Convention and other events will consist of the Executive Board members. The Executive Board shall decide how many delegates to attend each event based on organizational and financial needs of the Local.

## **16. STATE DISTRICT ORGANIZATION**

(a) There shall be four districts of the local union – District 1: Northern California & Nevada, District 2: High Desert, District 3: Los Angeles, and District 4: Southern California and the Inland Valley. Yards associated with each District are as follows:

**District 1:** Northern California: Ozol, Richmond, Oakland, Newark, San Jose, Keddie, Portola, Dunsmuir, Stockton, Riverbank, Lathrop, Roseville, Fresno, and Marysville CA, and Sparks and Winnemucca NV.

**District 2:** High Desert: Bakersfield, Mojave, San Luis Obispo, Barstow, Yermo, and Needles.

**District 3:** Los Angeles: Amtrak, City of Industry, Delores, E. LA UP, Glendale, Taylor/Shops, Long Beach ICTF, Harbor PHL, Watson, LA BNSF and Hobart.

**District 4:** Southern California and Inland Valley: San Bernardino, West Colton, Mira Lima, San Diego, and El Centro.

(b) Each district may have quarterly meetings (once every three months) at a location determined by the elected District Alternate Chief Steward and District Chief Steward, in consultation with the membership.

(c) Yard meetings shall be held at least quarterly as often as possible or at any time and place set by the Alternate Chief Steward.

(d) Each district shall establish a Steward Council convened and chaired by the District Chief Steward.

## **17. SPECIAL MEETINGS AND CONVENTIONS**

(a) Special meetings may be called by the Executive Board of the Local or on petition with 20% or more of bargaining unit signatures, for the transaction of any special or regular business. The notice shall state the business to be transacted at the meeting.

(b) Notice of special meetings shall be given to the membership by the Recording Secretary via US Mail at least 24 hours prior to the special meeting.

(c) The Local shall host Statewide Conventions by phone every two years in the months of January or February. The President shall chair the Local Convention.

(d) The Local Convention shall be the highest decision making body in the statewide Local union.

## **18. DUES, INITIATIONS AND REINSTATEMENTS**

(a) Dues shall be \$41.18 per month (or \$15 per each paycheck, if paid every two weeks, member's won't pay dues on the 3rd paycheck on any given calendar month), (minimum set by UE National Constitution, Article 18, Appendix B). 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.

(b) Initiation fees shall be \$20. New members shall be given copies of the Local Constitution.

(c) Members who are laid off shall pay unemployment dues of \$1.00 per month of which thirty (30) cents shall be forwarded to the National Union to cover the cost of the news organ.

(d) Members who are on medical leave or union leave shall remain in good standing if they pay dues of \$1.00 per month of which thirty (30) cents shall be forwarded to the National Union to cover the cost of the news organ.

(e) Members employed 3 days a week or less, shall pay part-time dues of \$20 per month, and automatically increased by the percentage outlined in (a) above. It shall be the responsibility of the member to communicate their part-time status with the local Financial Secretary. The local Financial Secretary shall communicate the total number of part-timers to the Executive Board at each meeting, or as requested.

(f) 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 Financial Secretary. If such delinquent fails to



place himself/herself in good standing within thirty (30) days after such notice, he/she shall be suspended.

(g) Any members suspended for nonpayment of dues may be reinstated by paying their back dues in addition to the current month's dues.

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

(i) Retirees who wish to remain solidarity members, without any vote in the affairs of the local, can elect to pay \$3.00 per month to maintain their solidarity membership status.

## **19. BARGAINING COMMITTEE**

The Executive Board shall determine the size and participants of all bargaining committees.

## **20. FINANCES**

a) The finances of the UE local 1077 statewide shall be under the direct control of the state Financial Secretary and state executive board, subject to final authority of the statewide membership.

b) The state executive board shall develop a yearly budget to cover statewide projected expenses throughout the year, subject to approval by the statewide membership.

c) The state Financial Secretary and Executive Board shall plan and coordinate annual statewide fund raising with the chapters.

d) All checks are to be co-signed by the President and Financial Secretary. All books shall be audited quarterly by at least 3 Trustees.

e) Fund raising events to raise money to assist with expenses of the local should be organized and planned at District Meetings and by the Executive Board whenever possible.

f) The Statewide Executive Board may hire administrative support staff who may be asked to perform banking and other financial duties such as writing checks, as authorized by the State President and Treasurer in accordance with the decisions made by the State Executive Board and general membership.

## **21. AMENDMENTS**

(a) Any member in good standing of the Local, may, with the written endorsement of one fifth (20%) of total members in good standing of the Local, submit proposed amendments to this Constitution. Such amendments shall be submitted in writing to the Local Executive Board. The Local Executive Board shall report the proposed amendment to the regular District meetings immediately proceeding the amendment being received. The Executive Board shall make its recommendations on the proposed amendment to the membership.

(b) A vote by majority of the Executive Board members may also submit amendments to this Constitution in writing.

(c) At least 30 days prior to Local convention, the Recording Secretary shall send to the membership copies of the proposed amendment(s) if submitted by process outlined in (a) or (b) of this section.

(d) The proposed amendment shall become part of this Constitution by a majority vote in favor of the proposed amendment of the members present at the bi-annual Local convention, provided such amendment does not conflict with the Constitution of the Regional or the National Union.

## **22. STRIKE AND DEFENSE FUND**

A monthly per capita of \$1.00 from each month's dues shall be placed to the credit of the Local's Defense Fund. This fund shall be used by the Local for strike and defense purposes only.

## **23. DUTIES AND PRIVILEGES OF MEMBERSHIP**

Each member at initiation shall pledge himself/herself to support the Constitution of UE Local 1077, the Western Region and the National Union and to obey all lawful orders of the General Executive Board: in addition to such other obligations as may be required by the Local Union of which he or she becomes a member.

## **24. OFFENSES**

The Local shall have the right to discipline by suspension, or by expulsion any member of the Local who may be found guilty, after a hearing as hereinafter provided, of violation of the Constitution and By-Laws, or the general good and welfare, of the Local, the Western Region, or the National Union.

## **25. TRIALS AND APPEALS**

(a) If a member of the Local commits an offense against the Constitution and By-Laws, 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 in the United Electrical, Radio and Machine Workers of America. The Local Recording Secretary shall give a copy of such charges to the accused member.

(b) A Trial Committee of 3 members shall be elected by the members present at the next regular membership meeting 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 regular membership meeting of the Local which shall vote on the recommendations.

(c) The member preferring the charges and the accused shall have the right to appeal to the Western Region, and then to the General Executive Board of the United Electrical, Radio and Machine Workers of America, and from that body to the ensuing National Convention. The respective decisions of the Local, the Western Region 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 Western Region, 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 UE member in good standing. A copy of said charges is to be given to the accused by the Local Recording Secretary. 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. Either the member preferring the charges or the accused shall have the right to appeal to the Western Region, which Western Region 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 Western Region or of the Regional Executive Board between meetings of the Region shall be rendered to appellant not later than seven days from the receipt of the appeal by the Western Region. Appeals can further be taken to the UE 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 a 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 any such Local.

## **26. STRIKES**

(a) No strike shall be called by the Local without the General President, or the representative of the General President having made an effort to adjust the dispute.

(b) It shall be the duty of the Local President or an officer acting in that capacity to notify immediately the General President if a strike is proposed or pending.

(c) Any strike related to the negotiation of a new collective bargaining existing or the renewal of an existing collective bargaining contract and all contract settlements must be approved by a secret ballot vote of the membership of the Local involved. No representative of the United Electrical, Radio and Machine Workers of America (UE) shall negotiate alone with the employer.