

Constitution for the Irvine Local of the Coalition of University Employees (CUE Irvine, Local #9) adopted 1/8/02

PREAMBLE:

The Coalition of University Employees (CUE) is a member-directed union, organized by Clericals employed at the University of California. We have joined together to ensure that our rights to work in an environment of fair treatment and the ability to gain a living wage are maintained. To attain this goal, we put forth this Constitution to provide for the establishment of the UC Irvine chapter of CUE. CUE being legally recognized as the exclusive representative for the bargaining unit, which represents Clerical and Allied Service employees at UC. This union will further provide a venue to address areas of an individual employee's right to redress when wronged by management.

I: NAME

The name of this organization shall be the Coalition of University Employees, Irvine (CUE Irvine, herein referred to as CUE Local #9), which includes the UCI Medical Center and all its affiliates. Local #9 is part of an unincorporated, non-profit association, The Coalition of University Employees.

II: AFFILIATIONS

This local is unaffiliated with any other union. Affiliation can only be approved by a membership vote of statewide CUE in accordance with the provisions of the Statewide Constitution.

III: OBJECTIVES

The objectives of this organization shall be to:

1. Represent all current employees in the Clerical and Allied Services bargaining unit in all conditions of their employment and to provide a democratic process by which this purpose can be accomplished.
2. Give assistance and encouragement to employees in organizing for the purpose of collective bargaining to secure better wages and working conditions for all represented clericals while also facilitating members' direct participation in decisions that affect their working lives.
3. This local shall not discriminate on the basis of race, color, religion, gender, age, national origin, sexual orientation, physical or mental disability, political belief or citizenship.

IV: MEMBERSHIP ELIGIBILITY AND DUES

1. Membership in CUE is open to all current employees in the Clerical and Allied Services bargaining unit. Eligible members include employees on layoff status, furlough, approved leaves of absence, and those waiting for grievance resolution. Persons who have been promoted or re-classified out of the unit, voluntarily terminated employment with UC, or retired are ineligible for membership in CUE.

2. It is the responsibility of the member to provide the union with his/her contact information. Only dues-paying members shall be allowed to vote, hold office and serve on committees.
3. Membership procedures, the amount of dues and procedures for collecting dues are stated in the Statewide Constitution of CUE.

V: OFFICERS AND REPRESENTATIVES

The Local Board shall consist of:

President

Vice-President

Recording Secretary

Treasurer

Three Statewide Executive Board members

1. All matters affecting the policies, aims, and means of accomplishing the purposes of the Local not specifically provided for in this constitution, by action of the membership at a regular or special meeting, or through a referendum shall be decided by the Local Board. The Local Board shall be authorized to hire counsel, agents, and employees as are necessary to assist in the mission of the union. A report on all non-personnel actions taken by the Local Board shall be made to the membership at the next meeting.
2. This local shall also elect one Bargaining Representative and up to two Alternate Bargaining Representatives to the Statewide Bargaining Committee, and one Local Representative to the Statewide Election Appeal Panel.
3. Officers and representatives shall not be paid for performance of the elected duties except for lost time wages. Lost-time wages may be paid by Local #9 to officers or representatives on a short-term, full-time or part-time basis to members who intend to return to their UC jobs. The decision to pay lost wages must be made by the Local Board in advance. In the event that an officer or representative requests reimbursement for out - of - pocket expenses incurred in the conduct of the duties of the officer's or rep's elected position, the receipts must be presented within 30 days of the expense. If in the course of carrying out duties of an officer's or rep's elected position, the officer or rep is required to spend time off his/her UC job, and if this requirement could not have been expected before the event, the officer or rep must make any request for lost-time wages within 30 days of the event. In either case, approval may not be assumed and must be made explicitly by the Board.
4. Issues not addressed in this Local Constitution may be addressed in the Statewide Constitution.
5. Locally elected officers shall be required to attend all Membership meetings. Officers may miss up to 3 meetings a year with a reasonable excuse.

VI: ELECTIONS

1. Local officers and representatives shall be elected by members by secret ballot vote.

2. The local Election Committee oversees the proper execution of nominations and elections. The Election Committee shall consist of at least three volunteer members of the Local who are not a candidate for office. The final committee membership must be approved by the Local Board.
3. To be eligible to run for office, candidates shall be a member of CUE for at least 2 months as of the date of the close of nominations.
4. Locally elected positions will be elected for a two-year term, excluding the Bargaining Representatives which will last the duration of one bargaining cycle.
5. The following officers shall be elected in even numbered years: President, Treasurer, one Executive Board member, and the Representative to the Statewide Election Appeal Panel. The following officers shall be elected in odd numbered years: Vice President, Recording Secretary, and two Executive Board members. The Bargaining Representative and Alternate(s) shall be elected when needed.
6. The regular Local elections process shall begin in January with the establishment of the Election Committee. The elections shall commence in February with nominations opened at the February membership meeting and remain open for 15 days. Ballots are sent 30 days after the close of nominations. Ballots will be out for 15 days. Seven days after the closure of balloting, the ballots shall be counted by the Election Committee in the presence of any CUE local member. Any deadlines falling on a weekend or holiday will close at the end of the next business day.
7. Nominations will be announced and solicited by U.S. mail: nominations may be submitted by methods to which, as a group, all members have access and which are specified by the Election Committee. Ballots will be sent to all local CUE members by U.S. mail and they may be returned by U.S. mail to established Election Committee P.O. Box. Two Election Committee Members must be present to access nominations and any pre balloting items. Ballots shall not be picked up until after the seventh day of balloting closure and requires no fewer than two Election Committee Members. The handling of protests, appeals, and challenges will be consistent with Appendix A Section 2 of the CUE Statewide Constitution.
8. The candidate who receives the most votes shall be declared elected. In the event of a tie, a run-off election of those candidates that receiving the same number of votes shall be held immediately thereafter consisting of the same procedures as established by the original election process
9. Write-in candidates will not be allowed and if only one candidate has accepted the nomination, they shall fill the position by acclamation.
10. It is the responsibility of the Election Committee to inform the nominees of any positions that may present a conflict of interest with other positions they already occupy.

11. In the event an elected officer or representative voluntarily separates from a CUE represented position and does not immediately (without a break in service) take another CUE-represented position, s/he must resign from his/her elected position in CUE. If an elected officer or representative is involuntarily separated from his/her CUE represented position (e.g., by privatization, layoff, termination) and does not immediately (without a break in service) take another CUE-represented position, s/he may remain in office until any filed grievance has been resolved. If resolution of a formal grievance results in an end to the member's employment, that member must resign at the time of the end of employment. If the resolution of a formal grievance results in continued employment in the clerical unit, that member may continue in the elected position until the end of the term."
12. If a position is vacated before the end of the term, a special election shall take place if more than 180 days is left in their term. If less than 180 days is left in the term, the Local Board shall appoint a member to fill the position until the regularly scheduled elections are completed.
13. Campaign expenditures by candidates are restricted by the rules established by the Election Committee and approved by the Local Board
14. Those elected shall be installed in office during the next regularly scheduled General Membership meeting. Upon receipt of the Election Committee's report on the election results, the following pledge shall be signed:
"I do hereby pledge and promise that I will perform faithfully and with honor the duties of my office as prescribed by this constitution of the Coalition of University Employees, Irvine local, and that I will deliver to my successor in office all books, papers and other property of this union which are in my possession at the close of my official term."

VII: DUTIES OF OFFICERS AND REPRESENTATIVES

1. **President:** The President of Local #9 is the chief executive member of this union, responsible for administering the affairs and executing the policies of the union as determined by the general membership and the Local Board. The President presides at all meetings. He/she will report regularly to the membership regarding the progress and standing of the local and will report his/her official acts. He or she may co-sign checks. S/he shall, at the expense of Local #9, give a surety bond for an amount to be fixed by the Local Board.
2. **Vice-President:** In the absence of the President, the Vice-President shall preside at all meetings of Local #9 and shall assist the President in the work of his/her office. The Vice President may co-sign checks. S/he shall, at the expense of Local #9, give a surety bond for an amount to be fixed by the Local Board.
3. **Treasurer:** The Treasurer shall receive and receipt all monies of the local union that are to be handled at the local level. He/she shall deposit all money so received in the name of Local #9 in a bank or banks selected by the Local Board. Money so deposited shall be withdrawn only by countersigned checks. Officers with signatory power shall be the President, Vice President, and Treasurer. The Treasurer shall prepare checks as authorized by the Local Board. He/she shall keep accurate records of receipts and

disbursements and shall, once each month, submit to the Local Board an operating statement of all financial transactions of the Local since the preceding report. This report shall be made available to any CUE member upon request. He/she shall also act as the custodian of all property and financial records for Local #9. S/he shall, at the expense of Local #9, give a surety bond for an amount to be fixed by the Local Board. An annual audit must occur by an independent accounting firm and a report must be available to the members upon request.

- 4. Recording Secretary:** The Recording Secretary shall record and maintain minutes of the General Membership and Local Board meetings. The Recording Secretary shall promptly transmit copies of the minutes to the Local Board for approval and make approved minutes available to all members upon request. The Recording Secretary shall carry on and maintain all official correspondence of the Local unless the Local Board directs otherwise. All reports submitted at the General Membership or Local Board meetings shall be attached to the minutes.
- 5. Bargaining Representative:** The Irvine Representatives to the Statewide Bargaining Committee shall be elected by Local #9 members. Elected members need to be willing to participate in the process of developing CUE proposals and reviewing UC's proposals. In addition he/she must be willing to travel around the state to participate in bargaining sessions. Time spent in bargaining will be paid by UC, however, bargainers need to be prepared to use personal time to travel and to participate in training sessions and weekend work sessions (see "Release Time for Bargaining" in the CUE/UC Contract). The Bargaining Representative shall not be precluded from holding any other position on the Local Board. It is the responsibility of the Local Bargainer to share revised and updated contract language with the Alternate Bargaining Representative, Lead Grievance Representative and at Local Membership Meetings. The ability to take detailed notes is essential. Historically, bargaining has occurred as frequently as 2 or 3 days every other week. The Representative will be required to attend Bargaining Sessions.
- 6. Alternate Bargaining Representative:** In the event the Bargaining Representative cannot fulfill his/her duties, the Alternative shall substitute. All the requirements that apply to the Bargaining Representative apply to the Alternate as well. There shall be up to two Alternate Bargaining Representatives: one from campus and one from the Medical Center. Each of the two alternate bargaining representatives will be elected by the entire membership of Local #9. In the event that the regular bargainer cannot bargain for all or part of a scheduled bargaining session, one of the alternate bargainers will replace the regular bargainer for the part of the bargaining session that the regular bargainer would miss. In determining which alternate bargainer will serve, the following process should be followed:(1) if one of them can meet for all of the needed days of the session and the other cannot, then the alternate who can meet for all of the needed days of the session will serve; (2) if both could meet for all the needed days of the session, and both are willing to do so, then a flip of a coin shall determine which alternate bargainer shall serve. (If the regular bargainer will miss more than one session, this process will be followed for each session. In the event that the regular bargainer must resign from this position permanently, the replacement for the bargainer will be determined by a coin toss)..

7. **Statewide Executive Board Member:** The Statewide Executive Board consists of statewide elected CUE officers plus three members from each of the ten campus/hospital/laboratory locations who are elected by members of the locals. Approved minutes of Statewide Executive Board meetings will be provided at Membership Meetings when available. Executive Board members serve for a term of two years. Outside of matters that are determined by the constitution and its appendices, and decisions that are made by the statewide membership of CUE, the Executive Board makes decisions on the policy and direction of CUE and the means for implementing those decisions. As a result there is a wide range in the variety of decisions to be made by this board. Most importantly, campus E-board representatives are responsible for representing the interests of their campus, as well as of UC clericals as a whole. All members of the Board are encouraged to help develop agendas to help with discussions, and to share in the follow-up work involved in implementing those decisions. During contract negotiations the Statewide Executive Board may give direction to the Bargaining Committee.
8. **Statewide Elections Appeals Panel Member:** The statewide elections appeals panel is charged with investigating elections appeals. The appeals panel shall afford all interested parties an opportunity to be heard and issue a decision within forty days after the filing of the protest.

VIII: MEETINGS

1. General Membership meetings of this Local shall be held at least ten times a year. Local Board meetings shall be held as needed.
2. Members shall be given reasonable notification (including time and place) of General Membership, Special Membership, and Local Board meetings and agenda items (i.e. postal mailings, email, and/or website). Members shall be given the opportunity to add agenda items up to 24 hours prior to the Membership meetings.
3. A special meeting of the General Membership may be called by a majority of the Local Board or by submitting a written request, signed by at least 5% of the members, to the Local Board. Members shall be given at least 48 hours notice prior to a Special Membership meeting.
4. Local Board meetings shall be open to all members unless they deal with confidential personnel matters.
5. All Local Board meetings shall require a quorum of at least four local officers. At General Membership meetings, the quorum is defined as having the presence of at least six local members. In addition, items VIII. 1-4 must apply.

IX: COMMITTEES

Committees shall be established, as needed, by the Local Board. All Local members shall be given notice of the establishment of these committees and be given information on how to join them. The Chairs shall be selected by members within the committee and are

responsible for reporting to the Local Board. The President and Vice-President may be ex-officio members of local committees with the exception of the Election Committee.

X: GRIEVANCE COMMITTEE

1. The Grievance Committee shall consist of all grievance representatives of the local and shall conduct contract-specific grievance training workshops as requested by the Local Board.
2. The Grievance Committee shall be responsible for enforcing the protections and rights offered by the existing contract. Representatives shall be responsible for assisting employees in the enforcement of the contract.
3. Meetings of the Grievance Committee shall be held as needed.
4. The Grievance Committee shall select a Lead Grievance Representative for a specific time as determined by the committee. All Grievance Committee members shall have one vote on the committee. Lead Grievance Representative shall track all local grievances and Unfair Labor Practices.
5. The Grievance committee shall be responsible for evaluating grievance cases for consideration by the local Board to move to arbitration and for providing grievance support to local members. The grievant(s) may present his/her case to the Local Board-if they so choose.

XI: REFERENDA

1. A referendum (an issue to be voted on by the entire local membership) may be called by a vote of a majority of the Local Board or by a petition supported by 10% of the members.
2. Once a referendum has been successfully called for, the Local Board shall refer the matter to vote, to be called within 30 days, and it shall include the referendum and the arguments representing different points of views. The secret ballot vote shall be sent by US Postal mail.
3. The results of a referendum shall be considered valid if 30% of the members have voted, and will be determined by a simple majority of votes cast.
4. Matters not subject to referendum are employment, assignment, promotion, discharge or compensation of staff.

XII: AMENDMENTS

Proposals to amend, revise or otherwise change this constitution may be initiated by vote of the Local Board or by a petition supported by 10% of the local membership. A written copy of the proposed amendment shall be furnished to each eligible voter at least 15 days prior to the date on which the vote is to be taken. Provision shall be made for argumentation representing different points of view to accompany the proposed amendments.

The results of a referendum shall be considered valid if 30% of the members voted, and will be determined by a vote of two-thirds of the votes cast.

XIII: RECALL

A petition signed by a simple majority (50% plus one vote) of the local membership calling for the removal of any locally elected position shall remove that person from office upon certification by the Recording Secretary. If the Recording Secretary is the subject of the recall the President shall provide the certification. The petition must state the reason(s) for recall, which must include one of the following:

- a. Having engaged in conduct or a course of activity hostile or contrary to the best interests of the union,
- b. Willful violation of the constitution,
- c. Misappropriation of funds,
- d. Malfeasance in office or neglect of duty.

XIV: STAFF

1. The Local shall provide fair wages and working conditions to its Staff. Matters of discipline shall follow the concepts of due process and just cause. All staff shall be treated with respect and receive fair treatment. Working conditions shall be subject to negotiations with their union via their collective bargaining unit.
2. Direction of the Staff will be through the Local President or by a person or persons delegated by a majority of the Local Board.
3. All Staff positions shall be advertised for a reasonable period of time.

XV: MISCELLANY

1. This Local Constitution will be revised to remain consistent, when applicable, with the Statewide Constitution. The provisions of Statewide CUE constitution govern the UCI Local for all matters not yet specifically addressed in this constitution.
2. Except to the extent specified in this Local Constitution, no officer of Local #9 shall have the power to act as an agent for or otherwise bind the Local in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the local except to the extent specifically authorized in writing by the President or by the Local Board.
3. The Local Board can establish procedures whereby electronic mail or other technologies can be utilized to carry out the business of Local #9 as specified in this constitution. Members who do not have access or choose not to use electronic mail or other

technologies have the right to be informed of and participate in union business; it is the responsibility of the member to notify the union of accurate contact information.

4. The Local Board is authorized to make endorsements, join coalitions, and work with other unions and other organizations to accomplish the objectives of the local. Whenever possible, such endorsements and actions shall be made in concert with the General Membership. All endorsements and actions made by the Local Board must be reported to the General Membership.
5. Robert's Rules of Order, latest edition, shall be the guide in all cases to which they are applicable and in which they are consistent with the local's constitution or with any legally adopted special rules of the Coalition of University Employees.
6. The Local Board shall reimburse officers, grievance representatives, members, and staff for normal expenses incurred in the performance of authorized union business. Foreseen expenditures must be authorized in advance.

XVI: BILL OF RIGHTS OF MEMBERS

1. Members shall have the right to receive accurate information relating to the affairs of the union, including accurate membership figures and vote counts.
2. An annual financial report will be made available to members.
3. Members shall not be restricted in the exercise of their right of freedom of speech, concerning the operations of this union or any other union. Active and open discussion of union affairs and the expression and/or publication of views of union members shall be protected within this union.
4. Members shall be encouraged to participate in the affairs, management, and administration of this union.
5. Communication to the members on all matters shall be timely and accurate.
6. Minutes of local meetings and copies of correspondence by local officers shall be provided to locals regularly, which locals shall in turn allow access to this information by the members, except for correspondence regarding personnel issues.