**Amendment to Articles 4 and 6**

Article IV: Membership and Dues

Section 1. The jurisdiction of UPTE CWA 9119 shall be the University of California, including its campuses, hospitals, laboratories, and contingent faculty of Mt. San Jacinto College, Butte College, and College of Sequoias, and any privatized portion of the University of California, including those for whom UPTE CWA 9119 is the exclusive bargaining representative and all non-exclusively represented employees outside of the University of California’s executive compensation program. All such employees are eligible for membership in a campus local union duly chartered by and regularly affiliated with UPTE CWA 9119. Contingent faculty of Mt. San Jacinto College, Butte College, and College of Sequoias who have taught within the last rolling year are eligible for membership

Section 2. All employees in UPTE CWA 9119's jurisdiction, and all members who leave their place of employment to work for UPTE CWA 9119 or CWA, are eligible for membership in a campus local union duly chartered by and regularly affiliated with UPTE CWA 9119. Anyone who has left University or community college employment as a member in good standing to work for UPTE CWA 9119 or CWA, and leaves UPTE CWA 9119 or CWA employment shall not be eligible for membership. Members who have left UC or community college employment and work for CWA shall not be eligible to run for or hold elected office.

Section 3. This organization shall not discriminate against any person because of race; color; religion; political affiliation; marital status; national origin; ancestry; sex; sexual orientation; gender; physical or mental handicap; medical condition; status as a Vietnam-era veteran, disabled veteran, or veteran; age; or citizenship.

Section 4. The monthly membership dues of all locals affiliated with this organization shall be:

For members without a contract: 1.15% of gross monthly salary to a maximum of $22 per month. Members without a contract who are affiliated with the Lawrence Livermore National Laboratory local may elect to adopt a different dues rate but it shall not be less than the dues for other UPTE members without a contract.

For members with a contract: 1.30% of gross monthly salary with the following maximums:

The maximum as of January 14, 2018 shall be $75 for the RX/TX units, $80 for HX unit, $65 for Lawrence Berkeley National Laboratory, or $60 in the case of the Lawrence Livermore Skilled Trades.

The maximum shall increase by $10 on the first full pay period of the following month if represented employees received at least a 2% pay increase until the 1.3% of gross monthly salary is reached. The increase provision of Lawrence Berkeley National Laboratory shall be in effect on January 1, 2019. The increase for Lawrence Livermore Skilled Trades shall remain at $5 until the January 1 following the conclusion of Skilled Trades contract bargaining that is scheduled to begin July 1, 2019.

Section 5. UPTE CWA 9119 shall remit to CWA International all per capita payments due and owing each month. Of the remaining dues income, 50% shall be rebated to campus locals on a per capita basis, and 50% shall be retained by UPTE CWA 9119 for systemwide operating expenses. The Systemwide Executive Board shall have the authority to make special assessments in order to fund organizing and other activities of UPTE-CWA 9119. It shall require a 2/3 majority of the Systemwide Executive Board for passage of any special assessment(s). At least 30 days prior to the effective dates of such assessments, the Executive Board will notify campus locals of the description of estimated expense and duration of the special assessment.

Section 6. All dues payable by members shall be paid directly to UPTE CWA 9119, through payroll deduction or by check. From the amounts so received, the UPTE CWA 9119 treasurer shall, subject to the provisions of Article VII, Section 6 of this Constitution, rebate to each affiliated campus local the constitutionally established amount specified in Section 3 of this article. Rebates shall be distributed no later than the fifteenth day of the month following the month in which such dues are received by the organization. The treasurer shall transmit an accounting of such payments to each campus local, along with a copy of the University's payroll processing standard deduction report.

Section 7. Dues are payable monthly in advance and shall be paid by the 15th of the month. Any member who fails to pay dues by the 15th day of the month in which they become due shall be considered delinquent and, upon failure to pay dues for two consecutive months, shall, ten days after written notification, stand suspended. Any person who is paying his or her dues through a system of regular payroll dues deduction shall, for so long as he or she continues to pay through such deduction method, be considered in good standing.

Section 8. Any member suspended under the above section shall be reinstated to membership in the organization on payment of a reinstatement fee equal to two months dues plus the current month's dues.

Section 9. In the event that a member is involuntarily separated by ~~the University~~ **their employer**, that member may remain in good standing for the duration of the internal grievance process, and dues payments shall be waived for that period.

Section 10. Any member who holds an elected office in UPTE CWA 9119 and whose employment is terminated ~~from UC~~ may finish out the term of that office.

Section 11. All elected offices in UPTE CWA 9119 shall be held by **members who are currently employed in its jurisdiction** ~~current UC employees~~, except those covered under Sections 9 and 10 of this article.

Section 12. Any UC employee on preferential rehire status who is rehired at UC during the preference period shall, upon re-joining UPTE CWA 9119, be reinstated to full member status.

Section 13. Systemwide Executive Board will not impose unreasonable restrictions on local’s ability to spend their share of UPTE dues. Subject to the provisions of the constitution and by-laws, locals will determine how best to provide for the needs of their campus.

Article VI: Officers and Elections

Section 1. The officers of UPTE-CWA 9119 shall be a President, an Executive Vice President, a Vice-President, a Secretary, and a Treasurer~~, no more than two of whom shall be members of the same campus local~~. Elections for these officers shall be conducted by a secret mail ballot of all UPTE CWA 9119 members-in-good-standing. These officers, together with the Executive Board members elected in accordance with the provisions of Section 2 of this Article shall constitute the UPTE-CWA 9119 Executive Board. In addition, there shall be elected three members who shall serve as trustees. The trustees shall be elected to three-year staggered terms of office. An alternate trustee shall be elected at each annual UPTE-CWA 9119 convention to serve one year or until the next convention in years that do not have a convention. If multiple vacancies occur at a single convention, multiple trustees shall be elected to terms of staggered length of 1, 2, or 3 years. All other officers shall be elected for a term of three years.

Section 2. Each chartered campus local and UPTE-CWA Retirees Association shall be entitled to one Executive Board member, plus one additional Executive Board member per campus for every one-thousand (1,000) members of such campus local, to be elected as follows:

Executive Board members shall be selected from among the eligible members employed on such campus or facility and elected in accordance with Appendix B of this Constitution (for Retirees Association see Article XII, Section 3f).

Beginning with the 2023 UPTE CWA 9119 election, Executive Board members will serve three (3) year terms and will be elected by members of their campus local or Retirees Association in the same election as UPTE CWA 9119 Officers, regardless of the date of their most recent election, except as provided in Subsection d. below.

Beginning with the 2022 UPTE CWA 9119 Convention, the number of additional Executive Board members each campus local is entitled to, if any, will be adjusted at the time of the UPTE CWA 9119 Convention, based on such campus local’s membership as calculated for the purposes of representation at such Convention, per Article V Section 5.

If a campus local becomes entitled to an additional Executive Board member a year or more from the next regularly scheduled UPTE CWA 9119 election, the initial election process for any additional Executive Board members will begin within 60 days. These members will serve an abbreviated term that will last until the next regularly scheduled UPTE CWA 9119 election.

If a campus local becomes entitled to an additional Executive Board member less than a year from the next regularly scheduled UPTE CWA 9119 election, such additional Executive Board member will be elected in the next regularly scheduled UPTE CWA 9119 election.

If a campus local’s Executive Board member entitlement is reduced based on the number of members in such campus local per Subsection c. above, all current Executive Board members for such campus local shall serve the remainder of their terms.

For campus locals with more than one Executive Board member, candidates for Executive Board member will be ranked in order of the highest votes to the lowest, with the winners being those candidates with the highest number of votes.

Section 3. The Executive Board shall appoint an Election Committee. ~~Notifications of nominations shall be sent to all members four months prior to the convention in election years. The notification shall include a nomination form that must be returned to the Election Committee three months prior to the convention. The nomination form shall include the candidate's name, campus local affiliation, and statement of qualification. Ballots shall be provided to all members at least two months prior to the convention and must be completed/returned to the Election Committee at least one month prior to the convention. The results of the election will be announced at the annual convention.~~

Section 4. A vacancy in office shall be filled for the remainder of the unexpired term as follows:

A vacancy in the office of President, Executive Vice President, Vice-President, Secretary, or Treasurer shall be filled as follows:

If the vacancy occurs more than 120 days before the end of the term, such vacancy shall be filled by secret ballot in accordance with Section 3 of this article.

If the vacancy occurs less than 120 days prior to the end of the term of office, such office shall remain unfilled for the remainder of the term.

A vacancy in the office of campus Executive Board member shall be filled as follows:

If the vacancy occurs more than 120 days before the end of the term, such vacancy shall be filled by secret ballot in accordance with Section 2 of this article.

If the vacancy occurs less than 120 days prior to the end of the term of office, such office shall remain unfilled for the remainder of the term.

Section 5. Eligibility for elected office in this organization shall be as follows: A nominee must have been, for one year preceding the election, a member in good standing of a campus local or locals affiliated with this organization and must remain a member in good standing of his or her represented local throughout the term of office, except specified under Article IV, section 9. This provision shall apply only to members of UPTE CWA 9119 campus or facility locals that have been in existence for one year or more. No Executive Board member may continue in office if such Executive Board member becomes ineligible for such office.

Section 6. Each member of the Executive Board is obligated to attend all regularly scheduled Executive Board meetings. In the event that a campus representative is unable to attend a meeting of the Executive Board, the President of that representative's campus local shall have the authority to appoint from that campus local's executive board an alternate to serve in the Executive Board member's absence. The UPTE CWA 9119 Executive Board shall have the authority to declare vacant the position held by any Executive Board member who fails to attend two consecutive meetings or three meetings in that board member's term of office. Prior to the action taking place, the member shall be notified and be given the opportunity to demonstrate that this action should not take place. If, according to policies established by the UPTE CWA 9119 Executive Board, the Board determines that the absences should be unexcused, the position shall be declared vacant and filled in accordance with Article VI, Section 4.

Section 7. The UPTE-CWA 9119 President shall be a delegate to the CWA national convention as part of the officer’s duties. UPTE CWA 9119 shall elect other delegate(s) to the CWA national convention by a vote of every member. Such election shall be consistent with the CWA constitution and with the UPTE-CWA 9119 elections code (Appendix B of this constitution).

Submitted by:  
  
Dan Russell, UCB

Matias Campos, UCSF