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INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA – UAW

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SHAWN FAIN, *PRESIDENT* • MARGARET MOCK, *SECRETARY-TREASURER*  
VICE-PRESIDENTS: CHUCK BROWNING • MIKE BOOTH • RICH BOYER

June 21, 2023

Megan Grann, Recording Secretary  
UAW Local Union 2110  
350 West 31<sup>st</sup> Street, Suite 401  
New York, NY 10018

Dear Sister Grann:

Your bylaws, received on June 15, 2023, are hereby **approved**, provided they have been properly approved by the membership with the understanding that any sections relating to dues, initiation and reinstatement fees must conform to Article 16 of the UAW International Constitution.

Approval of your bylaws by the UAW International Union is without prejudice to the rights of the UAW International Executive Board to subsequently disapprove any of the provisions if, and when, in its judgment, such action should be taken.

In solidarity,

Shawn P. Fain  
President

SPF/KP:elr

opeiu494afl-cio

cc: Olga Brudastova, President, UAW Local 2110  
Vail Kohnert-Young, Assistant Director, UAW Region 9A  
Brandon Mancilla, Director, UAW Region 9A  
Kevin Pack, Administrative Assistant to the President  
Bill Parker, Top Administrative Assistant to the President

**BYLAWS  
of the  
Technical, Office and Professional Union  
Local 2110 UAW**

**ARTICLE I – NAME**

This organization shall be known as “The Technical, Office and Professional Local 2110 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)”.

**ARTICLE II – INTERNATIONAL CONSTITUTION**

The constitution of this organization shall be the Constitution of the International Union, UAW, and these bylaws shall be, in all respects, subordinate to the said Constitution and all applications and interpretations thereof.

**ARTICLE III – MEMBERSHIP**

**Section 1.** The Local Union shall be composed of workers eligible for membership in the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), over whom the Local Union has jurisdiction.

**Section 2.** Each member in good standing of this Local Union has the right to nominate and to vote, to express opinions on all subjects before the Local Union, to attend all membership meetings and to express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other members and generally participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues and personalities upon which the membership must base its decisions.

These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, by-laws, and other official rules of the Local Union.

A member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the Local or International Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union or the International Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the International Union.

Violation or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this Section, shall be considered conduct unbecoming a union member.

The membership shall strive to obtain the objectives set forth in the International Constitution and additional objectives as established as the policy of the International Union; to maintain free relations with other organizations; to do all in its power to strengthen and promote the labor movement; to cooperate with Regional Board Members, the International Representatives and help promote organizational activities.

#### **ARTICLE IV – POWERS OF ADMINISTRATION**

**Section 1.** The Joint Council is the highest authority of this Local Union and shall be empowered to take or direct any action not inconsistent with the Constitution or By-laws.

**Section 2.** Between Joint Council meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent Joint Council approval, but the Executive Board may not take action affecting the vital interests of the Local Union without prior Joint Council or membership approval.

**Section 3.** Between meetings of the Executive Board the President shall be the highest authority of the Local Union and shall exercise general administrative authority, and shall be empowered to act on behalf of, and take action permitted to, the Executive Board, subject to subsequent approval of the Executive Board.

#### **ARTICLE V – MEMBERSHIP MEETING**

**Section 1. (a)** There shall be a regular general membership meeting in December of each year at a time and place to be determined by the Executive Board.

**(b)** The President and the Executive Board shall each have the power to call special meetings of the general membership. The President, on request of units representing one third (1/3) of the membership, by a motion passed at the workplace units, must call a special meeting of the general membership. The request must state the purpose of the meeting.

**(c)** The time and place and agenda of all general membership meetings, whether special or regular, shall be communicated to the membership at least seven (7) days prior to such meeting. An emergency general membership meeting may be called on less notice by the President, on his/her own motion or on request of the majority of the members of the Executive Board, providing that notice is posted in the normal places in the workplace for the posting of Union business notices as many hours as possible in advance of the time of the meeting. Unit officers and stewards will verbally notify as many members as they can contact.

**Section 2.** The members attending shall constitute a quorum for a general membership meeting.

**Section 3.** Any member who attends a meeting in an intoxicated condition and/or creates a disturbance or becomes unruly shall lose voice and his/her right to vote at said meeting. Where

necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson, subject to the challenge of the membership. Flagrant or persistent violation of this Section by any member shall be conduct unbecoming a Union member.

**Section 4.** A quorum for unit membership meetings shall be determined by each unit and shall be on record in the Local Union office.

## **ARTICLE VI – EXECUTIVE BOARD**

**Section 1.** The Local Union shall have the following Executive Officers: a President, a First Vice-President, a Recording Secretary, a Financial Secretary-Treasurer, a Sergeant-At-Arms, a Guide, three (3) Trustees, and a Retiree Board Member who together, shall constitute the Local Union's Executive Board.

The President shall be a full-time employee of the Local Union and devote their full time to the services of the Local Union.

(a) The President may appoint such service representatives and organizers as they may deem necessary from time to time, such appointments to be pending the approval of the Executive Board.

(b) The President may, after approval by the Executive Board, hire such legal, technical, or professional help as is necessary to efficiently operate the Local Union.

**Section 2.** The Executive Officers shall be elected on a local-wide basis, as provided in the International Constitution.

**Section 3.** To be eligible for membership on the Executive Board a member must be a member of the Local Union in continuous good standing for at least one (1) year prior to nomination.

**Section 4. (a)** The Executive Board shall have regular monthly meetings at a time to be specified by the President.

(b) The Recording Secretary shall call the Executive Board Meetings on direction of the President or upon request of a majority of the members of the Executive Board.

(c) A quorum of 60% shall be required for a valid meeting for the Executive Board.

(d) The Recording Secretary shall take minutes of all Executive Board meetings and such minutes shall be available to the Joint Council at meetings.

**Section 5.** All decisions and recommendations of the Executive Board shall be referred to the next regular Joint Council meeting.

**Section 6.** The Executive Board may direct the payment of bills and expenses of the Local Union.

**Section 7.** The Executive Board shall appoint at least one (1) of its members to each of the standing committees in a liaison or advisory capacity, except, however, the Election Committee or any trial committee.

**Section 8.** The Executive Board shall be the highest authority in the Local Union in the interpreting of these By-laws and of contracts between the Local Union and any employer.

**Section 9.** It shall be the duty of the Executive Board to see to it that all policies formulated by the membership or the Joint Council are duly executed.

**Section 10.** It shall be the duty of each member of the Executive Board to fulfill their various duties faithfully as provided in the Constitution and in the by-laws.

### **ARTICLE VII – CONVENTIONS**

**Section 1.** It shall be the policy of the Local Union to participate in Constitutional Conventions of the International Union. In furtherance of this policy, there shall be elected the minimum number of delegates necessary to carry the maximum amount of votes; each Unit of the Local Union which is entitled to elect its own delegates as permitted in the Constitution of the International Union, and which so decides to elect its own delegates, shall elect the minimum number of delegates necessary to carry the maximum amount of votes of the Unit.

**Section 2.** All delegates to International Conventions shall be elected pursuant to the provisions of the International Constitution.

**Section 3.** Delegates to conventions and conferences shall receive reimbursement for reasonable, actual expenses, with Local Union approval. The Local Union will pay reasonable hotel room rates in addition to the above. Whenever practical, double occupancy will apply to hotel accommodations.

### **ARTICLE VIII – JOINT COUNCIL**

**Section 1.** The Joint Council of the Local Union shall be composed of the Executive Officers of the Local Union and representatives from each unit. There shall be proportional representation from each unit, based on the number of members in each unit; the Unit Chairperson of each unit shall, ex-officio, be a member of the Joint Council and in addition to the Unit Chairperson, each unit shall have one (1) Joint Council member for each fifty (50) dues paying members, or major fraction thereof, averaged over the six (6) month period preceding the nominations, with a minimum of two (2) representatives (including the Unit Chairperson) from any unit. The Joint Council members, other than the Executive Officers and the Unit Chairperson, shall be elected on a unit-wide basis by a secret ballot vote in accordance with Article 38, Section 2 of the International Constitution.

A plurality of the valid votes cast shall be required for such election to the Joint Council. Units as a group that are part of a particular association shall be considered a single unit for the purpose of this section.

**Section 2.** The Joint Council shall have regular meetings six (6) times each year on a day and at a place to be determined by the Executive Board.

**Section 3.** The President of the Local Union shall be the presiding officer of the Joint Council. The Recording Secretary shall call special meetings of the Joint Council at the direction of the President or of a majority of the members of the Executive Board. On request of one-third (1/3) of the members of the Joint Council, which request shall be in writing, signed by the members and stating the purpose for the special meeting, the Recording Secretary shall call a special meeting of the Joint Council.

**Section 4.** Written notice of Joint Council meetings shall be given at least seven (7) days in advance of the date of the meeting to each member of the Joint Council. Such notice shall set forth the time and place of the meeting. Emergency meetings of the Joint Council may be called with less notice with the giving of as many hours notice as possible to the Joint Council members by word of mouth or such other means as are feasible in the emergency.

**Section 5.** 51% of the membership of the Joint Council shall constitute a quorum for a meeting of the Joint Council.

**Section 6.** Except in the case of newly organized shops, members of the Joint Council must be members in continuous good standing in the Local Union for at least six (6) months prior to their nomination.

**Section 7.** It shall be the duty of all Joint Council members to attend the meeting of the Joint Council regularly. The names of members who are absent from two (2) consecutive regular meetings of the Joint Council without excuse by the Attendance Excuse committee established by the Executive Board shall be reported to the unit represented by the Joint Council member.

## **ARTICLE IX – ORDER OF BUSINESS**

**Section 1.** It shall be the duty of all members to attend unit meetings and general membership meetings.

**Section 2.** The following order of business shall prevail at general membership meetings and meetings of the Joint Council:

1. Roll call of officers.
2. Approval of the minutes of the previous meeting.
3. Financial Reports.
4. Reports of the Executive Board, Officers, Committees, Delegates, etc.
5. Unfinished business.
6. New business.

7. Good and welfare.
8. Closing.

**Section 3.** The Standing Election Committee of three (3) shall be nominated and elected every three (3) years by the Joint Council at a Joint Council meeting shortly preceding the election of Executive Officers. All elections shall be conducted in accordance with the provisions of the International Constitution.

Election Committee members will be paid a salary equal to their regular hourly rate of pay times actual hours worked on the committee.

**Section 4.** No later than May 1 of the election year for Local Union Officers, (and individual Unit Officers) the Recording Secretary shall have posted at all bulletin boards in each Unit the information that each member is automatically a nominee for each position. Regarding individual Unit positions, each member of that Unit is an automatic nominee.

Such notice shall clearly state that the President, Vice-President, Recording Secretary, and Financial Secretary-Treasurer who are to be elected will automatically be delegates to all National, State, and Area CAP conventions, conferences, and meetings.

**Section 5.** The Local Union Election Committee shall choose its own chairperson and shall have full authority to supervise the election without interference from candidates or Officers.

**Section 6.** Within fifteen (15) days after notice has been posted regarding nominations as stated in Section 1 of Article VIII, anyone wishing to run for a particular office may file such notice with the Local Union Election Committee by certified mail, return receipt requested, by email, or by fax. The Local Union Election Committee shall then prepare a ballot, a sample of which must be posted on the shop bulletin boards for at least seven (7) days. The election shall take place not more than fifteen (15) days after posting of ballot.

**Section 7.** No one, except the general Election Committee, or those acting under its direction, and those voting or who are waiting to vote and the duly qualified challenger, shall be allowed in the place designated as a voting place for the election.

**Section 8.** Voters who have cast their ballots shall not be allowed to loiter in the voting place.

**Section 9.** Campaigning, posters, and election literature shall not be allowed in and about the voting place or within twenty (20) feet of the entrance of the voting place.

**ARTICLE X – ELECTION OF STEWARD AND BARGAINING COMMITTEE**  
**PERSON**

**Section 1.** Elections of Stewards and Bargaining Committee persons shall be conducted in accordance with the provisions of the UAW International Constitution.

**Section 2.** Election of Stewards and Bargaining Committee persons shall be by a plurality of the valid votes cast.

**Section 3.** The number of Stewards and Bargaining Committee persons shall be determined by the membership of the Unit subject to the terms of the collective bargaining agreement of the particular Unit.

**Section 4.** All members in good standing working under the jurisdiction to be represented by the Steward or Bargaining Committee person shall be eligible to nominate and to vote for the Steward or Bargaining Committee person.

**Section 5.** Except in the case of newly organized units, a Steward must be a member in continuous good standing of the Local Union for at least six (6) months except where expressly waived for a unit by the Executive Board. A Bargaining Committee person must be a member in continuous good standing of the Local Union for at least one (1) year prior to their nomination except where expressly waived for a unit by the Executive Board. To be eligible to be nominated, a member must, at the time of his/her nomination, be an actively employed member in the shop in which they are running, and to be elected, must still be actively employed in that shop at the time of the election.

**Section 6.** The Steward or Bargaining Committee person shall collect all monies authorized by the Local Union and turn it over to the Financial Officer of the Local Union together with an accounting within one (1) week after collecting such monies. Each Steward or Bargaining Committee person shall issue a temporary receipt immediately upon collecting monies. The Financial Secretary-Treasurer of the Local will issue a permanent receipt within one (1) week of the receiving monies from the Steward or Bargaining Committee person.

**Section 7.** The Steward or Bargaining Committee person shall assist all official committees of the Local Union and all officers of the Local in the performance of their duties in connection with his/her unit.

**Section 8.** The regular triennial election of Stewards shall take place within two (2) months after the regular triennial election for Local Union officers or at such other regular time triennially as may be determined by the unit.

Bargaining Committee members shall be elected prior to the expiration of the contract and shall serve until the next election.

**Section 9.** When a permanent vacancy occurs among the Stewards or Bargaining Committee persons, the Executive Board or its designee shall call and hold a new election within thirty (30) days after such a vacancy occurs; or its designee may, meanwhile, appoint temporarily to such vacancy any eligible member.

**Section 10.** A Steward, Bargaining Committee person or Joint Council Delegate may be recalled by the members they represent for failure to perform the duties of their office. A valid position setting forth specific complaints of the Steward's, Bargaining Committee person's, or Joint Council Delegate's failure to perform duties of their office shall be signed by the members they represent. The Steward, Bargaining Committee person or Joint Council Delegate so complained against shall receive notification of the specific complaints. Upon the filing of such a petition with the Local Union Recording Secretary, a special meeting for recall shall be held, of which due notification shall be given. A two-third (2/3) vote of the members present at such special meeting shall be required to recall. Twenty-five (25%) percent of the members represented by the Steward, Bargaining Committee person or Joint Council Delegate shall constitute the quorum at such recall meeting.

## **ARTICLE XI – STANDING COMMITTEES**

**Section 1.** All standing committees as provided for in the Constitution of the International Union, except the Election Committee and the Trial Committee, shall be appointed by the President with the approval of the Executive Board; this shall include the appointment of the Executive Board member on the committee set forth in Article VI, Section 7 of these by laws.

These committees shall perform all duties assigned to them by the UAW International Constitution and bylaws and such additional duties as they may be directed to perform from time to time by the Executive Board or the membership.

**Section 2.** Other committees may be appointed by the President or elected as provided for at the time originated.

## **ARTICLE XII – MISCELLANEOUS**

**Section 1.** The fiscal year of this Local Union shall begin on January 1 and end on December 31.

**Section 2.** The initiation fee for new members will be the maximum allowed under the UAW International Constitution.

**Section 3.** Monthly membership dues shall be in accordance with Article 16 of the UAW International Constitution.

## **ARTICLE XIII – MEETINGS**

**Section 1.** Executive Officers are required to attend general membership meetings, Executive Board meetings and Joint Council meetings. If an Executive Officer is absent from two (2) consecutive regular meetings of the general membership, the Executive Board, or the Joint Council, without excuse by the Attendance Excuse Committee, such Executive Officer shall be automatically removed from his/her executive office and shall be ineligible to run for any elective position in the Local Union for the remainder of the term of the office from which they have been so removed.

**Section 2.** The Executive Board shall establish an Attendance Excuse Committee of three (3) of its members who may excuse a Joint Council or Executive Board member's non attendance at Executive Board, Joint Council or General Membership meetings. In the case that one of the members of the Attendance Excuse Committee is requesting to be excused for non attendance at a meeting, the President shall designate an alternate member to sit in his/her place on the Attendance Excuse Committee considering his/her excuse.

#### **ARTICLE XIV – APPEALS**

**Section 1. (a)** Any member grieved or dissatisfied with an action or decision of the Local Union or any representative thereof, other than the action or decision of the membership of the Local Union, may appeal or complain, in writing, to the Local Union Recording Secretary within sixty (60) days of the time they first become aware, or reasonably should have become aware, of the alleged action or decision which they wish to appeal from or complaint about.

**(b)** The Recording Secretary shall refer the matter to the Executive Board which shall consult with the grievant, permit them full opportunity to be heard, and shall reach a decision.

**(c)** Within thirty (30) days of receiving a notice of such decision, the grievant, if wishing to appeal further, shall submit their appeal to the Recording Secretary, in writing, for consideration by the earliest possible Joint Council meeting. The Joint Council shall hear the grievant and any other relevant material and shall reach a decision.

**(d)** Within thirty (30) days of receiving a notice of such decision, the grievant, if wishing to appeal further, may do so pursuant to Article 33 of the UAW International Constitution.

**(e)** Any member of the Local Union may appeal any action decision or penalty to the International Executive Board and to the International Convention. However, the decision of the Local Union must be complied with and shall remain in effect until reversed or modified.

**Section 2.** Trials of members shall be as provided for in the International Constitution.

**Section 3.** All strikes shall be called or terminated in conformance with the provisions of the International Constitution.

**Section 4.** Members of any local union UAW which merges with this Local Union shall carry over into this local union their membership and length of continuous good standing.

**Section 5.** These Bylaws may be amended by presenting a motion in writing setting forth the amendments sought to a Joint Council meeting. The motion shall be read to that meeting and referred to the Constitution and Bylaws Committee which will report to the succeeding Joint Council meeting, the notice of which must contain a notice of the particular bylaw amendments that will be considered. If approved by two-thirds of the Joint Council membership vote thereon at this succeeding meeting, the amendment shall be considered adopted by the membership.

#### **ARTICLE XV – LEASES AND LONG-TERM AGREEMENT**

No agent or official of the Local Union is authorized to execute a real estate lease, deed, service or maintenance contract or other long-term agreement unless the proposed agreement has been reviewed by an outside expert or attorney and approved by the Local Union Executive Board.

## ARTICLE XVI – FINANCES

**Section 1. Salaries.** Effective January 1, 2023, organizers and service representatives shall receive annual salary of \$74,199.84; the President shall receive annual salary of \$80,000; the Financial Assistant shall receive annual salary of \$74,199.84; the Administrative Assistant shall receive annual salary of \$60,000.

Upon approval of the Executive Board, increases may be made to the above listed rates.

Effective January 1 of each year, employees of the Local Union shall receive a raise of \$1,000.

Part-time employees of the Local Union shall receive pro-rated salary.

**Section 2. Lost Time.** The Local Union shall pay a representative or member lost time only when that representative or member is performing necessary duties for and on behalf of the Local Union during a time for which they would otherwise be compensated by the employer. The amount of lost time should never exceed the amount which the Local Union representative or member would otherwise have received from their employer for the same period of time for which they are being compensated by the Local Union.

**Section 3. Health Benefits.** Full-time employees of the Local Union shall be entitled to medical and dental health insurance coverage at no cost.

**Section 4. Holidays.** Employees of the Local Union shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Election Day, Thanksgiving Day and the day after, Christmas Eve, and the days in-between Christmas and January 1.

**Section 5. Vacation.** Employees of the Local Union shall be entitled to twenty (20) vacation days per year. Vacation days can be carried over and shall be paid out upon separation for any reason. Vacation time may be used in half-day or full-day increments. Vacation shall be prorated for part-time employees.

**Section 6. Sick Days.** Full-time employees of the Local Union shall be entitled to twelve (12) sick days per year. Sick time may be used in half-day or full-day increments. Sick time shall be prorated for part-time employees.

**Section 7. Retirement Benefits.** Full-time employees of the Local Union with at least one year of service shall be entitled to participate in the 401(k) per terms of the policy.

**Section 8.** Life Insurance. Full-time employees of the Local Union with at least one year of service shall be entitled to participate in the group life insurance with a benefit of \$50,000 per terms of the policy at no cost.

**Section 9.** Expenses. Employees of the Local Union shall be entitled to a monthly cellphone stipend of \$100 or the actual cost, whichever is less.

**Section 10.** Reimbursements. A Local Union representative or member engaged in performing services for the benefit of the Union at the Union's request or within the scope of their authority shall be reimbursed for expenses incurred upon submittal of an itemized voucher. Expenses may not be incurred without the prior approval of the President.

**Section 11.** Travel Expenses. The Local Union shall pay a Local Union representative or member bona fide and necessary expenses (transportation, hotel/motel, registration fees) incurred while they are performing necessary duties for or on behalf of the Local Union. When overnight stay is required, (hotel/motel) single occupancy rates or one half (1/2) of a double rate when shared with another member, not to exceed International Executive Board Policy. Wherever practicable, double occupancy will apply to hotel accommodations.

Per diem for meals shall follow UAW International policy.

Routine and ordinary travel expenses and per diem may not be incurred without the prior approval of the President.

For airfare, the expense shall be actual cost of airfare, not to exceed coach fare, or the maximum amount per mile established by the International Executive Board, whichever is more economical.

Expense for transportation is to be paid for the actual mode of transportation and is not to exceed the amount established by the International Executive Board. Mileage expense can only be paid to the driver of the automobile.