

## LSSA Bylaws Committee Proposed Bylaws Amendments Chart

### Minor Changes

Article I- Change title to “Name **and Definitions**”

NOLSW- Change “The National Organization of Legal Services Workers” to “**NOLSW**” **after** defined in Article I

CBA- Change “Collective Bargaining Agreement” to “**CBA**” **after** defined in Article I

MFJ- Remove references to MFJ and change “bargaining units” to “**bargaining unit**” and other references to multiple organizations throughout Bylaws

UAW- Change all references to our parent union to “**UAW**”

Pronouns- Change “he or she/his or hers” to “**they/them/theirs**” throughout Bylaws

Capitalization- Capitalize Bylaws and Membership throughout Bylaws; Capitalize elected Executive Committee positions (i.e. “vice president” to “Vice President”)

Continuity- Change “program(s)” to “**shop(s)**”; change “Assembly” and “DA” to “**Delegates Assembly**”

### Article I- Names **and Definitions**

	<b>Before</b>	<b>After</b>
Addition only		<p><b>Definitions:</b></p> <ul style="list-style-type: none"> <li>- Shop refers to all union members within a single Borough Project, as well as the union members of the Central LSNYC office.</li> <li>- Borough Project refers to the Borough-level LSNYC office, including unionized and nonunionized staff.</li> <li>- Bargaining unit refers to the entire LSSA membership citywide.</li> <li>- CBA refers to the collective bargaining agreement between LSSA and LSNYC.</li> <li>- LSSA is the unit of NOLSW representing unionized employees of LSNYC.</li> <li>- NOLSW refers to the National Organization of Legal Services Workers, also known as local 2320 of the UAW.</li> <li>- UAW refers to the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America.</li> </ul>

### Article II- Subordination

<b>Before</b>	<b>After</b>
The Constitution of this union shall be the Constitution of the UAW. These bylaws shall be subordinate to said Constitution of the International	The Constitution of this union shall be the Constitution of the UAW. These bylaws shall be subordinate to said Constitution, <b>of the International</b>

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Union, UAW and to the Bylaws of NOLSW, and the Agreement of Affiliation between LSSA and NOLSW.

~~Union, UAW and~~ to the Bylaws of NOLSW, and ~~to~~ the Agreement of Affiliation between LSSA and NOLSW.

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### Article IV(2)- Membership

#### Before

The Membership is the highest authority within the union and has the exclusive authority in accordance with these bylaws, those of NOLSW and the Constitution of the UAW, to ratify Collective Bargaining Agreements, to vote to strike, to return to work, to set dues and elect officers.

#### After

The Membership is the highest authority within the union and has the exclusive authority in accordance with these ~~Bylaws~~, those of NOLSW and the Constitution of the UAW, to ratify ~~CBAs~~, ~~to ratify bargaining demands~~, to vote to strike, to return to work, to set dues, and ~~to~~ elect officers.

### Rationale for Article IV(5)--Membership--Proposed Bylaw Amendments

The proposed amendments update the bylaws to reflect that hybrid and virtual meetings have long been the practice of Citywide membership meetings. The proposed amendments also memorialize the practice LSSA has followed for years of votes by email ballot following Citywide membership meetings.

The Bylaws Committee also proposes increasing the minimum quorum for Citywide membership meetings to 50 members, as opposed to 25 members, or 10% of the membership, whichever is fewer. This is due to the desire to set an expectation for a higher degree of member participation of LSSA's approximately 550 members, especially given the practice of virtual or hybrid membership meetings.

**Article IV(5)- Membership** *(continues on next page)*

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## Before

(A) Members shall meet once a month by holding meetings in each of offices where members are employed. These meetings are intended to comply with Article 37 of the Constitution.

Meetings may be postponed during the summer months by appropriate action and in accordance with Article 37. A quorum for a shop meeting shall be twenty-five members of the shop, or a third of the shop, whichever is less.

(B) Members shall meet at least annually in one location in the month of September for the purpose of officer elections and any other business. The Annual Membership Meeting may be postponed pursuant to Article VIII, Section 2 of these bylaws.

(C) At all other times, members shall meet upon the call of the President, a majority vote of the Delegates Assembly or Executive Committee, or petition of at least 25 members presented to the President. The meetings shall be held at a time and place set by the President within 15 business days of the vote or presentation of the petition to call it. Notice of said meetings shall be emailed to each member of the Delegates Assembly within two business days of the vote or presentation of the petition, who shall within one business day forward or otherwise disseminate to each shop member, including posting on a shop's union bulletin board if so provided and by notice on the LSSA website.

(D) A quorum at a citywide membership meeting shall be 25 members. Once a quorum is reached it shall be maintained for the remainder of the meeting. Voting at all meetings shall be in person and in accordance with the Constitution. Provision for absentee ballots for membership votes may be made by the Executive Committee or Delegates Assembly upon application of a member showing good cause and on a case by case basis.

(E) Childcare reimbursement shall be provided for all meetings and when meetings are held outside the member's regular working hours, childcare shall be reimbursed in an amount and in a manner directed by the Delegates Assembly.

(F) Notwithstanding the requirement of Art. IV(5)(D) requiring meetings and voting to be in person, in the event of a public health emergency or other good cause that impedes in-person meeting, the Delegates Assembly may vote to hold a citywide membership meeting remotely instead of in person. Votes at said membership meeting shall be cast by secret ballot remotely or electronically and the quorum in such cases shall be

## After

(A) All meetings held according to this section shall either be held virtually by videoconference, or shall be held in-person but with an option for remote participation by videoconference.

Members shall meet at least once a month by holding meetings for each shop ~~where members are employed~~. These meetings are intended to comply with Article 37 of the Constitution.

Meetings may be postponed during the summer months by appropriate action and in accordance with Article 37. A quorum for a shop meeting shall be twenty-five members of the shop, or a third of the shop, whichever is less.

(B) The membership shall meet at least annually ~~in one location~~ in the month of September for the purpose of officer elections and any other business. The Annual Membership Meeting may be postponed pursuant to Article VIII, Section 2 of these bylaws.

(C) At all other times, the membership shall meet upon the call of the President, a majority vote of the Delegates Assembly or Executive Committee, or petition of at least 25 members presented to the President. The meetings shall be held at a time and place set by the President within 15 business days of the vote or presentation of the petition to call it. Notice of said meetings shall be emailed to each member of LSSA at least two days prior to the meeting and at least one delegate of each shop shall forward this notice to each shop member. ~~including posting on a shop's union bulletin board if so provided and by notice on the LSSA website.~~

(D) A quorum at a citywide membership meeting, ~~and for any citywide membership vote~~, shall be 50 members or 10% of the bargaining unit, whichever is less. Once a quorum is reached it shall be maintained for the remainder of the meeting. ~~Should a quorum not be reached for a given meeting or vote, said meeting or vote will be rescheduled.~~ Voting at all meetings shall be ~~in person~~ by asynchronous electronic ballot ~~and~~ in accordance with the Constitution. ~~Provision for absentee ballots for membership votes may be made by the Executive Committee or Delegates Assembly upon application of a member showing good cause and on a case by case basis.~~ Results of electronic votes and electronic surveys will be counted by neutral members chosen by the EC.

~~(F)~~(E) Childcare reimbursement shall be provided for all members who elect to join in person ~~meetings~~

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increased to 10% of the membership. Results of electronic votes and electronic surveys will be counted by neutral members chosen by the EC and all results and comments will be shared with all delegates and, if any at the time, with bargaining committee members.

Members will be given time to propose amendments to such electronic votes unless the DA in authorizing the electronic vote determines that there was no time possible to propose and vote on amendments.

and when meetings are held outside the member's regular working hours; Childcare shall be reimbursed in an amount and in a manner directed by the Delegates Assembly.

~~(F) — Notwithstanding the requirement of Art. IV(5)(D) requiring meetings and voting to be in person, in the event of a public health emergency or other good cause that impedes in-person meeting, the Delegates Assembly may vote to hold a citywide membership meeting remotely instead of in person. Votes at said membership meeting shall be cast by secret ballot remotely or electronically and the quorum in such cases shall be increased to 10% of the membership. Results of electronic votes and electronic surveys will be counted by neutral members chosen by the EC and all results and comments will be shared with all delegates and, if any at the time, with bargaining committee members.~~

~~Members will be given time to propose amendments to such electronic votes unless the DA in authorizing the electronic vote determines that there was no time possible to propose and vote on amendments.~~



## Article V(2)- Dues and Assets

### Before

The LSSA Hardship Fund shall be funded to reach or exceed LSSA's target minimum which shall be the amount predicted to be sufficient to support the needs of the predicted size of the LSSA membership in the event of a strike. A minimum of fifty-five percent (55%) of all dues rebated to LSSA by NOLSW shall be placed in the LSSA Hardship Fund until the fund reaches the target minimum. After a target minimum is met and while it is kept or exceeded, a minimum of thirty percent (30%) of all dues rebated to LSSA by NOLSW shall be placed in the LSSA Hardship Fund. The target minimum shall not be less than \$400,000. The target minimum for 2018 is set at \$800,000. Future target minimums shall be based on projections of membership numbers and projections of hardship requirements, and shall be reviewed, and adjusted as needed, at least once every three years by the Delegates Assembly.<sup>1</sup>

<sup>1</sup> On December 5, 2018, the Delegates Assembly voted to raise the target minimum for 2020 at \$1,000,000.

The Hardship Fund shall be used exclusively for the purpose of making loans and/or grants to members in good standing to address financial hardship caused by the loss of income and/or benefits during a strike. Distributions from the fund must be approved by the Executive Committee. The purpose of the Hardship Fund is to support the Membership's ability to successfully carry on a strike. The Executive Committee shall take into account all relevant circumstances including the nature of the hardship, all other financial resources available to the member's family and the amount of funds available. The decision of the Executive Committee shall only be challenged or reviewed pursuant to Article 33 of the UAW Constitution and Article XIV of the NOLSW Bylaws.

### After

There shall be an LSSA Hardship Fund. The purpose of the Hardship Fund is to support the Membership's ability to strike successfully. The LSSA Hardship Fund shall be funded to reach or exceed LSSA's target minimum which shall be the amount predicted to be sufficient to support the needs of the predicted size of the LSSA membership in the event of a strike. A minimum of fifty-five percent (55%) of all dues rebated to LSSA by NOLSW shall be placed in the LSSA Hardship Fund until the fund reaches the target minimum. After the target minimum is met and while it is kept or exceeded, a minimum of thirty percent (30%) of all dues rebated to LSSA by NOLSW shall be placed in the LSSA Hardship Fund. ~~The target minimum shall not be less than \$400,000. The target minimum for 2018 is set at \$800,000.~~ Future Target minimums shall be based on projections of membership numbers and projections of hardship requirements, and shall be reviewed, and adjusted as needed, at least once every three years by the Delegates Assembly.<sup>1</sup>

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### Article VI(1)- Delegates Assembly

#### Before

Delegates shall be elected by a majority vote of members of LSSA in each program and shall serve a term of one year. The names of the people so elected shall be submitted to the President within ten (10) days of the annual meeting of LSSA and within ten (10) days of any vote by the members of the program to replace a delegate or fill a vacancy.

#### After

Delegates shall be elected by a majority vote of ~~each shop of members of LSSA in each program~~ and shall serve a term of one year. The names of the people so elected shall be submitted to the President within ten (10) days of the annual meeting/~~vote~~ of LSSA and within ten (10) days of any vote by the members of the ~~shop~~ to replace a delegate or fill a vacancy.

### Article VI(2)- Delegates Assembly

#### Before

Programs with 10% or less of our total membership shall have two votes at the Delegates Assembly. Programs with shop members less than 20% but more than 10% of our total membership shall have four votes. Programs with 20% or more of our total membership shall have six votes.

#### After

~~Programs with Shops consisting of~~ 10% or less of ~~our~~ the total Membership shall have two votes at the Delegates Assembly. ~~Programs with Shops consisting of~~ less than 20% but more than 10% of ~~our~~ the total membership shall have four votes. ~~Programs with Shops consisting of~~ 20% or more of our total membership shall have six votes.

### Article VI(5)- Delegates Assembly

#### Before

The Delegate Assembly shall have the authority to refer charges to a Trial Committee to determine whether any member of LSSA has violated the Constitution or has engaged in conduct unbecoming a union member pursuant to Article 31 of the Constitution. Such action must be taken by a two-thirds ( $\frac{2}{3}$ ) of the elected members of the Delegate Assembly.

#### After

The Delegates Assembly shall have the authority to refer charges to a Trial Committee to determine whether any member of LSSA has violated the Constitution or has engaged in conduct unbecoming a union member pursuant to Article 31 of the Constitution. Such action must be taken by a two-thirds ( $\frac{2}{3}$ ) of the ~~elected~~ voting members of the Delegate Assembly.

### Article VII(2)- Executive Committee

#### Before

The Executive Committee shall have to authority to commit or spend up to \$5,000 in union funds from the General Operating Account in any calendar month on union related expenses apart from any regular and ordinary recurring obligations of the union.

#### After

The Executive Committee shall have ~~the~~ authority to commit or spend up to \$5,000 in union funds from the General Operating Account in any calendar month on union related expenses apart from any regular and ordinary recurring obligations of the union.

**Rationale for Article VIII–Executive Committee, Article VIII–Officer, Article IX–Duties of Officers  
Proposed Amendments**

The proposed amendments address the loss of the MFJ Vice President from the 7 member LSSA Executive Committee (EC), leaving 6 members. Having an even number of EC members is disadvantageous, as it leaves open the possibility of a tied vote within the EC.

The Bylaws Committee proposes adding a Parliamentarian as an officer position with the EC, both to assist the EC in facilitating membership meetings, as well as training fellow EC members, delegates, and other union members in running meetings effectively. Of note, LSSA is required by both NOLSW bylaws as well as the UAW Constitution to use Robert’s Rules.

**Article VIII(1)- Officers**

<b>Before</b>	<b>After</b>
<p>The officers of LSSA shall be: President, Vice President for LSNYC, Vice President for MFJ, Treasurer, Secretary, and Political Action Representative. The position of President may be filled by two Co-Presidents. The President shall have the authority to commit or spend up to \$800 in union funds from the General Operating Account in any calendar month on union related expenses apart from any regular and ordinary recurring obligations of the union.</p>	<p>The officers of LSSA shall be: President, Vice President <del>for LSNYC, Vice President for MFJ,</del> Treasurer, Secretary, and Political Action Representative, <u>and Parliamentarian</u>. The position of President may be filled by two Co-Presidents. The President shall have the authority to commit or spend up to \$800 in union funds from the General Operating Account in any calendar month on union related expenses apart from any regular and ordinary recurring obligations of the union. In addition to any specific duties detailed below, it shall be the duty of every officer to attend Executive Committee meetings and Delegates Assemblies.</p>

**Article VIII(3)- Officers**

<b>Before</b>	<b>After</b>
<p>The Vice President for LSNYC shall be elected by members of the LSNYC bargaining unit. The Vice President for MFJ shall be elected by members of the MFJ bargaining unit. All other officers shall be elected by members of both bargaining units.</p>	<p>Deleted and Section Numbering updated.</p>

**Article VIII(5)- Officers**

<b>Before</b>	<b>After</b>
<p>Addition only</p>	<p><u><b>Section 5 Parliamentarian</b></u> It shall be the duty of the Parliamentarian to serve as a resource for the use of Robert’s Rules of Order in all union meetings as needed. The Parliamentarian shall, at the request of the President, preside over</p>

citywide membership meetings and Delegates Assembly meetings. The Parliamentarian shall attend trainings such as those provided by the National Association of Parliamentarians to ensure understanding of and competency with Robert's Rules of Order. The Parliamentarian shall also provide training to facilitators of union meetings and/or delegates.

**Rationale for Article XI–Standing Committees–Proposed Bylaw Amendments**

The Bylaws Committee recommends eliminating two standing committees–the Financial Planning & Benefits Committee and the Legal Services Program Committee–which do not exist. In terms of the Legal Services Program Committee, an experienced LSSA member involved in formulating the concept of the Committee for the bylaws reported to the Bylaws Committee that it had never been brought into existence.

In contrast, the Member Education Committee is a functioning committee, and the Political Action Committee is in the process of being formed.

The Bylaws Committee also wished to recognize that Ad Hoc Committees and Caucuses may be formed by members as they deem necessary, and also may be disbanded at the discretion of these members. Of note, the Support Staff Caucus actively exists as a Caucus.

**Article XI - List of Standing Committees**

<b>Before</b>	<b>After</b>
There shall be four (4) Standing Committees: the Political Action Committee, the Membership Education Committee, the Financial Planning & Benefits Committee, and the Legal Services Program Committee.	There shall be <del>four (4)</del> two (2) standing committees: the Political Action Committee, <del>and</del> the Membership Education Committee, <del>the Financial Planning &amp; Benefits Committee,</del> and <del>the Legal Services Program Committee.</del>

**Article XI(2)- Purposes of Each Committee**

<b>Before</b>	<b>After</b>
<p>The purpose of the Financial Planning &amp; Benefits Committee shall be to educate and support members in attaining knowledge and skills in financial planning, including but not limited to retirement planning, to educate members on provisions and utilization of financial benefits provided under the CBA, and to advocate for adoption by the union of proposals to expand benefits provided under the CBA.</p> <p>The purpose of the Legal Services Program Committee shall be to advocate for adoption by the union of positions to improve Legal Services NYC's ("LSNYC'S") provision of services to</p>	Delete

low-income clients, including but not limited to: organization, service delivery, staffing, grant and funding proposals and implementation, and service priorities.

### Article XI(3)- Ad Hoc Committees and Caucuses

<b>Before</b>	<b>After</b>
Addition only	<b><u>Section 3 Ad Hoc Committees and Caucuses</u></b> As union members deem necessary, ad hoc committees and Caucuses may be created. Ad hoc committees and Caucuses can be disbanded at the discretion of the members of said committees or caucuses.

### Article XI(3) Membership in Committees

<b>Before</b>	<b>After</b>
All standing committees shall be open to any member who wishes to serve. Any member may attend any standing committee meeting. In addition, every committee shall have a member who is a member of the Executive Committee.	All <b>standing</b> committees shall be open to any member who wishes to serve. Any member may attend any standing committee meeting. In addition, every <b>standing</b> committee shall have a member who is a member of the Executive Committee.

### Article XI(4)- Committee Meetings, Notice, and Agenda

<b>Before</b>	<b>After</b>
Each standing committee shall establish a regular meeting schedule. Notice of meetings and meeting agendas shall be given to each Delegate, who shall forward such notice to shop members.	Each <b>standing</b> committee shall establish a regular meeting schedule <b>which shall be provided to the Membership.</b> <del>Notice of meetings and meeting agendas shall be given to each Delegate, who shall forward such notice to shop members.</del>

### Article XI(5)- Committee Structure

<b>Before</b>	<b>After</b>
All standing committees shall have a chair, or co-chairs, elected by committee members. Standing committees may convene such sub-committees as are necessary to carry out their purposes.	All <b>standing</b> committees shall have a chair, or co-chairs, elected by committee members <b>on an annual basis.</b> Standing committees may convene such sub-committees as are necessary to carry out their purposes.

## Article XI(6)- Reporting

<b>Before</b>	<b>After</b>
All standing committees shall report to the Delegates' Assembly quarterly.	All <del>standing</del> committees shall report to the Delegates Assembly quarterly.

## Rationale for Article XIII(1)-Collective Bargaining Amendments--Proposed Bylaw Amendments

Here the Bylaws Committee wished to recognize the long standing practice of the LSSA bargaining team having two alternate members, one a legal worker and one an attorney. The Committee also believes that having a Bargaining team formed timely is vital to carrying on a successful contract campaign, and thus recommends the formation of the team to occur at least 6 months before the expiration of the contract, as opposed to 3 months before its expiration.

## Article XIII(1)- Collective Bargaining

<b>Before</b>	<b>After</b>
(A) A "bargaining unit" consisting of a single shop may, alternatively, elect its bargaining team directly by the members of the shop.	(A) <del>A "bargaining unit" consisting of a single shop may, alternatively, elect its bargaining team directly by the members of the shop.</del>
(B) Collective bargaining with LSNYC shall be conducted by a bargaining committee of seven (7) members including the President and six (6) members appointed by the Delegates from the LSNYC bargaining unit. Each LSNYC shop shall have the right to put forward nominees of their shop to serve on the committee. At least three (3) member of the committee shall be legal workers and at least three (3) members shall be attorneys.	(B) Collective bargaining with LSNYC shall be conducted by a bargaining committee of seven (7) members <del>including</del> <b>consisting of</b> the President and six (6) members appointed by the Delegates from the LSNYC bargaining unit. <del>There shall also be two alternate bargaining team members, which shall be selected by the same process.</del> Each LSNYC shop shall have the right to put forward nominees of their shop to serve on the committee. At least three (3) <del>appointed</del> members of the committee shall be legal workers and at least three (3) <del>appointed</del> members shall be attorneys. <del>One alternate shall be a legal worker and one shall be an attorney.</del>
(C) Collective bargaining with MFJ shall be conducted by a bargaining committee of five (5) members including the President and four (4) members appointed by the MFJ bargaining unit. There shall be at least one (1) committee member from each borough in which MFJ has an office. At least two (2) of the committee members shall be non-attorneys, and at least one (1) shall be an attorney.	(C) <del>Collective bargaining with MFJ shall be conducted by a bargaining committee of five (5) members including the President and four (4) members appointed by the MFJ bargaining unit. There shall be at least one (1) committee member from each borough in which MFJ has an office. At least two (2) of the committee members shall be non-attorneys, and at least one (1) shall be an attorney.</del>
(D) Election of a Bargaining Committee shall occur no less than three (3) months prior to the expiration of the relevant CBA then in effect. The Bargaining Committee shall keep the membership informed to the maximum extent possible of the progress of bargaining.	(D) Election of a Bargaining Committee shall occur no less than <del>three (3)</del> <b>six (6)</b> months prior to the expiration of the relevant CBA then in effect. The Bargaining Committee shall keep the membership informed to the maximum extent possible of the progress of bargaining.

## Rationale for Article XIII(2)-Collective Bargaining–Proposed Bylaw Amendments

In the most recent bargaining round, LSSA’s bargaining team was stymied in terms of its ability to bargain and lost credibility at the table by having to handle over 80 demands, many of which came from individual shop member-submitted demand amendments. By way of comparison, the bargaining team’s trainer, Teamster bargainer Jason Ides, expressed that he felt overwhelmed while bargaining a contract of around 30 demands. He also expressed a great deal of concern over the team’s ability to effectively bargain given the number of demands. Beyond the excessively high number of amendments, the bargaining team, last round, was confronted with poorly drafted amendments, contradictory amendments, and amendments that only applied to the practice of a single borough, despite the CBA applying to LSSA members Citywide.

In addition, in conversations with staff organizers of our parent local, NOLSW 2320, as well as our sister local, ALAA 2325, and organizers from other unions, the LSSA demand amendment practice is a complete outlier. Upon information and belief, no other unit within either NOLSW or ALAA has this practice. Instead, these organizers stated that to ensure member input, a membership meeting to review the proposed demands and provide feedback is held. The union staff member and other bargaining team members then modify the demands using this feedback and submit the demands for a vote by the membership as a package. There is no practice in these other units of NOLSW and ALAA of individual member demand amendments being submitted and voted on individually, as is the practice with LSSA.

The Bylaws Amendment Committee (which includes several members of the most recent bargaining team) recognizes, however, that LSSA’s demands amendment process is a longstanding and democratic feature of LSSA. Thus, we do not wish to discontinue this practice. Instead, we wish to make the amendment process more thoughtful. By requiring 25 signatures for proposed amendments, we believe that members proposing amendments will be encouraged to review their amendments with a significant number of their fellow shop members, which we believe will have the effect of improving the quality of the amendments. In addition, having the requirement of signatures from at least three shops ensures that amendments will not be produced that only apply to one shop’s practices, without doing the legwork of researching what the procedures and practices of other shops might be.

For all these reasons, we hope that you will join us in supporting what we see as vital changes to our bylaws to help to ensure success in this upcoming bargaining round and further into the future.

### Article XIII(2)- Collective Bargaining

<b>Before</b>	<b>After</b>
Demands shall be formulated by the Bargaining Committees after survey of the membership of the bargaining unit involved. The demands must then be ratified at a meeting of the bargaining unit involved.	Demands shall be formulated by the Bargaining Committees after survey of the membership of the bargaining unit involved. <del>The demands must then be ratified at a meeting of the bargaining unit involved.</del> The formulation and ratification of demands shall be as follows: A. The bargaining team shall distribute an initial

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draft of proposed demands to the membership.

- B. The bargaining team may, but is not required to, modify proposed demands based on member feedback through shop visits, surveys, or other means of soliciting members' opinions. The bargaining team will submit any such proposed modifications to the proposed demand package at least Twenty (20) business days prior to a scheduled demand ratification meeting.
- C. Members who wish to propose amendments to the bargaining team's demands must submit amendments at least five (5) business days prior to a scheduled ratification meeting, per Article IV of these Bylaws. Further, members moving for amended demands must include a petition of at least twenty-five (25) member signatories representing at least three (3) shops as endorsers of the amendment.
- D. The bargaining team may consolidate amendments they deem duplicative or identical.
- E. In the event of multiple contradictory amendments, members shall first select from among them one amendment to be voted up or down in a subsequent vote. This selection will be by a plurality vote when there are more than two such amendments.
- F. Proposed amendments must be formalized as specific written terms that have been consented to by all signatories.
- G. The bargaining team may issue a recommendation to the membership to accept or reject any given amendment membership at least two (2) business days prior to a scheduled ratification meeting.
- H. The amendments and demands must then be ratified at a meeting or by asynchronous electronic vote of the bargaining unit.
- I. Amendments will be voted on individually, except as provided in subsection E.
- J. The final proposed package of bargaining demands, including any approved amendments, shall be voted on as a package.

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### **Rationale for Article XIV(2)--Strike--Proposed Amendment**

During the last bargaining round and in earlier bargaining rounds there has been confusion among the membership as to which body of LSSA has the authority to call for a temporary work stoppage after a strike authorization vote occurs. In consultation with prior LSSA Presidents, the proposed amendment identifies that it

is the Executive Committee that has that authority, upon consultation with the Bargaining Team.

**Article XIV(2)- Strike**

**Before**

A strike may be called or authorized by vote of two-thirds ( $\frac{2}{3}$ ) of the relevant bargaining unit. The vote must be held by secret ballot at a meeting of the Membership held for that purpose and in all respects be in accordance with Article 50 of the Constitution.

**After**

At any time after bargaining commences, the Executive Committee, upon consultation with the Bargaining Team, in its sole discretion, may call a citywide membership meeting for the purpose of holding a strike authorization vote. The Executive Committee shall provide at least three (3) days' notice to the Membership of such meeting. Per the UAW Constitution, a strike may be authorized by a two-thirds ( $\frac{2}{3}$ ) vote following such meeting. Voting shall be in accordance with Art. IV Sec. 5 of these Bylaws. Once a strike has been authorized by a  $\frac{2}{3}$  vote, the Executive Committee upon consultation with the Bargaining Team, may also, without further vote, call a temporary work stoppage, up to and including a one day strike or walkout, when the Executive Committee deems it appropriate given the state of bargaining.