

# Local By-Laws

**Amalgamated Transit Union  
Local 308**

**LOCAL BY-LAWS**  
For the Employees  
Of the Chicago Transit Authority

Affiliated with the American Federation of Labor - Congress of Industrial Organizations  
*and the*  
Canadian Labour Congress

**As amended and approved  
July 2024**

**Organized at Chicago, Illinois - December 1, 1902**

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## OBLIGATION

I, . . . . ., in the presence of God and the members of this Union, do solemnly promise and pledge (without any reservation or evasion) to support the Constitution and General Laws of Local 308 and the Amalgamated Transit Union. I will keep myself in good standing by paying all dues, fines and assessments required. I will work to promote the best interests of this Union and encourage my fellow workers to become members of the same. I will not take the place of any member of this organization, or any other union worker who may be on strike or locked out. I will not reveal any of the private business to anyone not entitled to know the same. I will not engage in activity evidencing gross disloyalty nor in conduct otherwise unbecoming a member and will not knowingly wrong a member or see one wronged if in my power to prevent it. I will not appeal to any legal authority in matters pertaining to this Union until I have exhausted all means of redress provided by its laws. I will be considerate of others in word and action and will never discriminate against a fellow worker on account of race, religion, creed, sex, sexual orientation, age, disability, citizenship, or national origin. I also promise to promote the cause of trade union principles and defend freedom of thought, whether expressed by tongue or pen, with all the power at my command.

I understand there is nothing in this obligation that will in any way interfere with my political and religious rights or that will be in any way inconsistent with my duties arising from any of the relations of life.

This obligation I take upon my honor, and solemnly promise to keep the same, as long as I remain a member of this Union.

Signature \_\_\_\_\_

Date:

## **P R E A M B L E**

We, the Amalgamated Transit Union, this day and date assembled in convention, in order to secure and defend our rights, advance our interests as workers, create an authority whose seal shall constitute a certificate of character, intelligence and skill, build up an organization where all the working members of our craft can participate in the discussion of those practical problems upon the solution of which depends our welfare and prosperity, to encourage the principle and practice of conciliation and arbitration in the settlement of all differences between labor and capital, establish order, insure harmony, promote the general cause of humanity and brotherly love, and secure the blessings of friendship, equality and truth, do ordain and establish the ATU International Constitution and General Laws and these Local 308 By-Laws for the government of this Local Union.

## ORDER OF BUSINESS FOR REGULAR MEETINGS

1. Call to Order by President/Business Agent
2. Executive Board Examines Members present
3. Roll Call of Officers
4. Initiation of New Members
5. Reading Minutes of Previous Meeting
6. Communications and Bills
7. Receipts and Expenditures
8. Grievances
9. Reports of Officers
10. Reports of Delegates and Standing and Special Committees
11. Old Business
12. New Business and Welfare of the Local
13. Nominations and Election of Officers
14. Installation of officers
15. Adjournment

## NAME

**Section 1** The name of this organization shall be Amalgamated Transit Union Local 308.

## ADOPTION OF INTERNATIONAL CONSTITUTION

**Section 2** All sections of the Constitution and General Laws of the Amalgamated Transit Union governing local unions, including the qualifications and admission of members, their rights and duties individually or collectively, the election, qualification and duties of officers, are by this Section adopted and made a fundamental part of these Local By-Laws.

## OBJECTIVE OF THE LOCAL

**Section 3** The object of this organization shall be to endeavor to obtain for ourselves the fulfillment of all the declarations set forth in the Preamble to these By-Laws.

## OFFICERS

**Section 4(a)** The Officers of the Local shall consist of a President/Business Agent, First Vice-President, Second Vice-President, Secretary-Treasurer, Assistant Secretary-Treasurer and an Executive Board composed of at least one Member from each of the following eleven (11) Sections within each of the four (4) listed Departments:

<b>Departments</b>			
Operations Department	Revenue Department	Maintenance Department	Supervisory Department
<b>Sections</b>			
Rail Section – Congress / Lake/Midway	Customer Assistant - West Section	Equipment (Shop) Section	Supervisors/ Instructors/ Clerks Section
Rail Section – Douglas/O’Hare	Customer Assistant –South/Midway Section	Facilities (Janitors) Section	
Rail Section – North	Customer Assistant – North	Track Section	
Rail Section – South			

Each Executive Board Member shall have an Assistant who shall be elected in the same manner as the Board Member. Per Section 12(b) of these Bylaws, the Second Vice-President is an elected full-time position. The Assistant Secretary-Treasurer’s position

shall be part-time, based on need, as the President and Secretary-Treasurer shall determine in their discretion.

**(b)** The number of Local Executive Board Member positions for each Section shall be based upon the number of Members in Good Standing in each Section. In June of the election year, the Local shall count the number of Members in Good Standing in each Section. On or before September 1<sup>st</sup> of the election year, the Secretary-Treasurer shall post at each of the terminals the number of Members in Good Standing by Section.

There shall be at least one (1) Executive Board Member for each Section listed above in Section 4(a) of these By-Laws having four hundred and seventy-five (475) Members in Good Standing or less. A Section having four hundred seventy-six (476) and up to eight hundred (800) Members in Good Standing shall be entitled to two (2) Executive Board Members. A Section having eight hundred one (801) Members in Good Standing and up to eleven hundred (1100) Members in Good Standing shall be entitled to three (3) Executive Board Members. A Section having eleven hundred one (1101) Members in Good Standing and up to twelve hundred and fifty (1250) active members shall be entitled to four (4) Executive Board Members. For each additional four hundred (400) Members in Good Standing or a major fraction thereof in a Section, there shall be one (1) additional Executive Board Member.

## **NOMINATIONS FOR ELECTED OFFICES**

**Section 5(a)** Nominations for officers of this Local shall take place at the regular meeting in October every three years. At least five days' notice of nominations for office shall be given to the members prior to the nominations meeting. At the meeting at which nominations are made, every Member in Good Standing and present shall have the opportunity to nominate a candidate of his or her choice for each elected office; provided that no Member in Good Standing shall nominate more than one Member in Good Standing for any one particular office, and provided further that no Member in Good Standing shall nominate another Member in Good Standing to represent an Executive Board Member or Assistant Board Member unless both the nominator and nominee are from the same Section.

**(b)** After a nomination is made from the floor at the nominations meeting, the nominator must then write out the nomination, sign it and immediately place same on file with the Secretary-Treasurer.

**(c)** A Member in Good Standing nominated for an office shall not be placed on the ballot unless s/he sends the Secretary-Treasurer written acceptance of the nomination signed by the nominee. Such written nomination must be received by the Secretary-Treasurer within forty-eight (48) hours after the nominations meeting.

**(d)** In order for a member to be eligible to be a candidate for office and to hold such office, the member must be a Member in Good Standing, that is, the member must have been in continuous good standing in the Local for two (2) consecutive years prior to and including the day of the nominations meeting; and provided further that such member must have complied with all of the applicable qualifying provisions contained in these By-Laws and in the International Constitution. No member who is disqualified from holding office under the provisions of Section 504 of the Labor Management Reporting and Disclosure Act of 1959 shall be eligible to be a candidate or hold office in this Local.

**(e)** A member shall not be eligible to be a candidate or hold office unless s/he has attended not less than six (6) regular Local membership meetings each year during the twenty-four (24) months prior to and including the date of the nominations meeting. A member who has complied with all the requirements of being a Member in Good Standing under the International Constitution and these By-Laws except for the meetings requirement on account of having been confined due to sickness or injury, or due to service in the uniformed military services of the United States, the duration of which prevented him/her from attending all the required number of meetings, may be excused for the dates s/he could not attend meetings due to military service or sickness; however, the member shall have the burden of proving service in the uniformed military services or of such sickness or injury and its duration. Documentation supporting any such request(s) for credit for a missed meeting must be provided by the member to the Local not more than ten (10) days following the meeting for which s/he seeks an attendance credit or, in the case of one or more absence(s) resulting from the member's service in the uniformed military services, not more than ten (10) days after the member returns to work and as required by Section 14 of the Constitution.

**(f)** Members who have voluntarily left the service in which the membership of this Local is engaged, or who have retired on pension or who have been discharged for cause found by this Local to be proper, are not eligible to run for any office in this Local. Members in the service of this Local or the International shall be deemed to be in service and are eligible to run for office. An officer who retires on pension during his/her term of office may complete his/her term.

## **ELECTIONS TO FILL UNEXPIRED TERMS**

### **(INTERIM ELECTIONS)**

**Section 6(a)** Any Officer who is absent from three regular meetings of the Local in succession without a valid excuse shall be subject to charges as provided for under Section 22 of the International Constitution.

**(b)** If the President/Business Agent, First Vice-President, Second Vice-President, Secretary-Treasurer, Assistant Secretary-Treasurer, any Executive Board Member or any



Assistant Executive Board Member resigns before the term has expired, a 15-day mail notice shall be sent before the next regular membership meeting stating the date, time and place that nominations shall be taken for the vacant Office(s). In order to be a candidate for office in an interim election, any incumbent Officer desiring to fill the vacancy for the remainder of the term must submit his/her resignation at or before the opening session of the monthly meeting at which nominations for the vacant office are received and prior to the close of nominations for that Office, and thereafter any such additional vacated offices shall be open for nominations and included in the interim election. The interim elections will include not only the original vacant position, but also any other Office that may come open by resignation of the incumbent during the nominations process. Nominations shall be held in accordance with Section 5 of these By-Laws. Elections shall be held at the next regularly scheduled membership meeting following the nominations. A 15 day mail notice shall be sent before the next regular membership meeting stating the date, time and place of the elections, and the Office(s) to be filled. At the membership meeting, all vacant Offices with the exception of Executive Board Member and Assistant Executive Board Member shall be elected from the floor. Any election for vacant Executive Board Member and/or Assistant Executive Board Member shall also be conducted at the regular membership meeting, but only Members in Good Standing present at the membership meeting who are from the Section where the vacancy arises may vote. The candidate who obtains the most votes shall be declared the winner.

### **INSTRUCTIONS ON OFFICER ELECTIONS**

**Section 7(a)** The President/Business Agent shall read the election laws to the Judges at the time they report for the ballot boxes. The Judges in turn shall read the laws to the Clerks and see that each Clerk is provided with a copy of the laws at every polling place before the polls open. The President/Business Agent shall read the election laws to the Canvassing Board at the time they report to count the ballots.

**(b)** Voting polls shall be erected at each terminal and the Union office. Each polling place shall have a check list of all floating gangs that is to be checked-off every thirty (30) minutes or so.

**(c)** The Judges and Clerks of election shall be composed of one Judge and two Clerks at each polling place for each shift, who shall be selected by the Executive Board and approved by the Local.

**(d)** The Canvassing Board shall be composed of one member from each Section appointed by the Executive Board and approved by the Local.

**(e)** On the day following the election, the Canvassing Board shall meet at the Secretary-Treasurer's office.

**(f)** The Chairman of the Canvassing Board shall deliver to the President/Business Agent a duplicate report of the findings, signed by a majority of the Canvassing Board.

**(g)** The results of the election shall be read by the Chairman of the Canvassing Board at the first regular meeting after the election. After acceptance of the Board's report by the Local, the winning candidates shall be declared elected by the presiding officer. The President/Business Agent shall notify the successful candidates to appear for installation.

**(h)** Each candidate or his or her observer, who must be a Member in Good Standing, will be allowed in the room when ballots are being counted, provided they hold credentials signed by the President/Business Agent and Secretary-Treasurer, bearing the name of the candidate for whom they are serving as an observer.

**(i)** Any electioneering or soliciting of votes in or within one hundred (100) feet of a polling place is prohibited, and any member found guilty of same shall be suspended, fined or expelled.

### **DUTIES OF JUDGES AND CLERKS AT ELECTIONS**

**Section 8(a)** The A.M. Judge from each polling place shall appear at the headquarters of the Local the day before election and receive from the Secretary-Treasurer the ballot box, poll books, tally sheets and ballots. Each polling place shall be provided with sufficient ballots.

**(b)** The voting hours shall be from 6:00 a.m. to 7:00 p.m. The A.M. Judge shall be obligated to set up his/her polling place in advance of the scheduled voting time so that polls may open on time.

**(c)** There shall be two Clerks. One Clerk shall have charge of the membership list. When a potential voter approaches to vote, the first Clerk shall ask the voter for his/her name, request identification and place an "X" in ink next to his/her name in the membership list. The second Clerk shall have a poll book where s/he will record the name and badge number of the voter in ink. After the voter has voted, the second clerk shall provide the voter with a card stamped with the word "Voted".

**(d)** The Judge shall have charge of the ballots and shall hand to each qualified voter who enters the polling place one (1) ballot with the Judge's initials placed on the back of the ballot in ink. After the voter marks his/her ballot in ink s/he shall hand it back to the Judge. The Judge shall deposit it in the ballot box, and at no time shall a voter be allowed to deposit the ballot in the box himself, nor shall ballot boxes be opened while voting is in progress.

**(e)** The Judge and Clerks shall prohibit all electioneering or soliciting of votes within the polling place, and any Judge or Clerk found guilty of such charge shall be fined, suspended or expelled.

**(f)** The Judge and Clerks shall proceed to count and tally the votes immediately after the polls close at the polling place. Ballots must be counted in the same room they are cast, then sealed and placed in the box with unused ballots and mutilated ballots, poll books and tally sheets, and delivered to the Secretary-Treasurer, or his/her deputy. All seals must bear the signatures in ink of Judge and Clerks.

**(g)** The Local may contract with an election service to assist with the counting of the ballots. If an election service is used, the Secretary-Treasurer shall work with the election service to make sure that the ballots will be processed and counted correctly, including adapting the ballot to conform to the needs of the election service. Once the polls are closed, the Judge and Clerks of each location shall immediately seal the election can without opening it and sign the seals in ink. The Judge and Clerks shall then place the poll book, poll lists, opening instruction envelope, judge observation log, spoiled ballot envelopes, unused ballots and any other election materials in the election kit envelope, seal the election kit envelope, and then seal the election kit envelope to the election can. All seals must bear the signatures in ink of the Judge and Clerks. The election kit envelope and the election can must be brought immediately to the Secretary-Treasurer or his/her designee at the Union office.

**(h)** Keys shall be sealed in an envelope and delivered to the Secretary-Treasurer or his/her designee at the Union office. All seals must bear the signatures in ink of the Judge and Clerks.

**(i)** Pensioners may work as clerks during elections at the discretion of the President and the Executive Board.

## **ELECTIONS**

**Section 9(a)** The regular primary election of officers of this Local shall take place the third Tuesday in November every three years and shall be by secret ballot.

**(b)** Officers shall be elected by secret ballot under the Primary System. If a run-off election is necessary, this election will be held on the third Tuesday in December and shall be by secret ballot.

**(c)** Not less than fifteen (15) days prior to the date of the election, a notice of the upcoming election shall be prominently displayed at each of the terminals, and a notice shall also be mailed to each member at the member's last known home. This notice shall specify the date, time and place of the election and the offices to be filled.

**(d)** Each Member in Good Standing may vote for or support any candidate of his or her choice without penalty, discipline, reprisal or improper interference by the Local provided, however, that no person shall be permitted to engage in any kind of defamation, libel or slander. Any candidate who engages in, or knowingly permits such conduct, shall be subject to discipline including disbarment from office if found guilty after hearings conducted in accordance with procedures provided in these By-Laws and the International Constitution.

**(e)** As soon as possible after the nominations meeting, the Secretary-Treasurer shall prepare a ballot. Candidates' names for the respective offices shall be placed on the ballot in alphabetical order. The ballots shall be prepared and the tally of ballots shall be conducted in accordance with the provisions of Section 14.7 of the International Constitution.

**(f)** The candidate in each office to receive a majority of all valid votes cast shall be the winner. Each candidate may have an observer at the polls and at the counting of the ballots who must be a Member in Good Standing.

**(g)** There shall be no absentee, proxy, or write-in voting and no member shall be entitled to vote unless he is a Member in Good Standing and presents himself/herself personally at the polls during the voting hours to vote.

**(h)** The Secretary-Treasurer shall preserve for one year the ballots and all other records pertaining to the election of Local officers.

**(i)** The Local's funds or money raised by the Local by way of dues, assessments, or similar levy shall not be used to campaign or promote the candidacy of any candidate in any election conducted under these By-Laws. The Local's funds may be expended to provide notice of nominations and elections, to conduct the election itself, to inform members of factual statements of issues not involving candidates, and for all other expenses necessary for the holding of an election.

**(j)** No candidate shall be installed in office, or, if installed, be eligible to continue in office, if, after charges are filed and a hearing is held, in accordance with the provisions of these By-Laws and the International Constitution, it is established that any employee not eligible for membership in this organization, employer, or any person acting on behalf of any such employer, has directly or indirectly, financed in whole or in part, or otherwise assisted the candidate's efforts to obtain nomination or election.

**(k)** Any Member in Good Standing who is entitled to vote may challenge the conduct or results of an election by filing, within ten (10) calendar days of the counting of the ballots, a challenge with the incumbent Secretary-Treasurer of the Local. The Secretary-Treasurer shall promptly send a copy of the challenge to the Local's attorney requesting

that s/he or a person designated by the attorney investigate the facts, interview witnesses, and evaluate the evidence and contentions of all interested persons, after which the attorney or his/her designee shall submit a report of the findings and a recommended decision to the Secretary-Treasurer, who shall in turn, submit the challenge(s) for decision to the Executive Board, subject to final ruling by the membership at a meeting to be held within sixty (60) days after the date of the election. At such meeting, the Members in Good Standing shall by majority vote, adopt or reject the Executive Board's decision. Any Member in Good Standing who is entitled to vote may challenge the Local Union's decision with the International in accordance with the International Constitution.

(l) No member shall resort to proceedings before any court, administrative agency, or governmental official until he has exhausted the remedies provided for above. It shall be the duty and obligation of every member to pursue his/her internal remedies with promptness and dispatch so that a final decision may be rendered within three (3) months.

(m) Pensioners shall vote at a location most convenient to them.

(n) A Member in Good Standing shall vote only in the polling place(s) designated for the Section in which he or she is regularly employed. Each terminal shall have a polling place for that Section located on company property, with the exception of members who are represented by a Board Member whose jurisdiction encompasses more than one Section.

## **INSTALLATION**

**Section 10** Installation of officers shall take place at the regular meeting in January following the election. Installation of officers to fill vacancies shall take place at the first regular meeting after the election.

Upon the installation of the new officers, the retiring officers shall assist with the transition and shall immediately turn over to newly elected officers all funds, books, records, papers and files of the Union.

## **PRESIDENT/BUSINESS AGENT DUTIES**

**Section 11(a)** The President/Business Agent shall be the chief executive officer of the Union and shall have responsibility for and general supervision over all affairs of the Local in between Executive Board and membership meetings. It shall be the duty of the President/Business Agent to preside at all meetings of the Local, to serve as Chair of all Executive Board meetings, and to preserve order and enforce the International Constitution and Local's By-Laws. S/he shall ensure that all officers perform their respective duties, authorize lost time including information/interview days for the Executive Board or other members which is necessary to carry out Union duties, and

appoint all committees not otherwise provided for. The President/Business Agent shall decide all questions of order, subject to an appeal to the Local. S/He shall have a right to vote in secret ballot votes at the same time and along with the other members who cast their ballots. Where there is a standing or head count, the President/Business Agent shall have the right to vote only in case of a tie, and then s/he has the deciding vote. S/He shall enforce all fines and penalties; shall announce the results of all votes; shall have the power to call special meetings of the Executive Board and shall have the power to call special meetings of the Local when requested by a majority of the Executive Board or by one-third (1/3) or more members in writing. S/He shall call special meetings of a Section or classification when requested by a majority of the Executive Board or a majority of the members of that Section. S/He shall report at each Local membership meeting on the most recent arbitration hearing decisions and answer all questions from the membership about arbitration decisions. S/He shall sign all orders on the treasury for such money as shall by the International Constitution and Local By-Laws, or by a vote of this Local, be ordered paid. The President/Business Agent, or an executive officer of the Local, designated by the President/Business Agent and approved by the Executive Board, shall sign all checks and drafts on bank. S/He shall act as Chair of delegates to the Chicago Federation of Labor and Industrial Union Council and perform such other duties as the International Constitution and Local By-Laws may require.

**(b)** S/He shall assist the Secretary-Treasurer when called upon, if possible.

**(c)** The President/Business Agent may select, with the approval of the Local membership, one member from the Executive Board or the Assistant Executive Board to serve as acting President/Business Agent when the President/Business Agent and other Officers are attending the International Convention.

**(d)** The President/Business Agent shall appoint all committees unless otherwise ordered.

**(e)** The President/Business Agent must first give notice to the Union's Executive Board and a general notice to the Union's membership before he or she engages in any contract negotiations, interest arbitration, or support for legislation which changes the Local members' wages, benefits, or pension rights. His or her failure to give this notice will constitute just cause for his/her removal from office.

### **VICE-PRESIDENTS' DUTIES**

**Section 12(a)** The First Vice-President shall be a member of the Executive Board and shall render to the President/Business Agent such assistance as may be required of him or her. In the absence or inability of the President/Business Agent to preside and perform his/her duties pertaining to the office of the President, the First Vice-President shall preside and perform the duties of the President/Business Agent. In the case of a vacancy

in the President/Business Agent's office, the First Vice-President shall assume and perform the duties of the President/Business Agent until elections take place and a new President/Business Agent takes his/her oath of office.

**(b)** The Second Vice-President is an elected full-time position. S/he shall serve at the discretion of the President/Business Agent and shall render to the President/Business Agent such assistance as may be required of him or her. In the absence or inability of the President/Business Agent and First Vice-President to preside and perform the duties pertaining to the office of the President, the Second Vice-President shall perform the duties of the President/Business Agent. In the absence or inability of the First Vice-President to perform his/her duties the Second Vice-President shall perform the duties of the First Vice-President.

**(c)** The First or Second Vice-President shall serve as Grievance Chairperson.

### **SECRETARY-TREASURER DUTIES**

**Section 13(a)** It shall be the duty of the Secretary-Treasurer to keep the books of the Local, to maintain a true and proper account between the Local and its members, to enroll all members, to see that the certificates of membership are obtained for new members and issued to them, to receive from the International office the working cards and to make out the card of each member from the records of the books each month, to collect all monies due the Local and to deposit all such money in a bank that this Local may select, in the name of Local 308. Said money shall be drawn upon only by checks signed jointly by the Secretary-Treasurer and other authorized officers for the payment of such bills as are authorized by the International Constitution and these By-Laws, or legally ordered paid. The Secretary-Treasurer shall also deposit all bonds and securities in a vault in the name of Local 308. Only the Secretary-Treasurer and President/Business Agent shall have access to the vault. The Secretary-Treasurer shall report to the membership at each meeting the amount collected, and shall make a quarterly statement of receipts, deposits, expenditures and balances, and deliver his or her books to the auditing committee when so desired for authentication. The Secretary-Treasurer shall see that the Local is kept in good standing with the International Union, forwarding all reports to the International office and receiving receipts for the same. The Secretary-Treasurer shall be a member of the Executive Board and shall assist in the work of the Local when called upon to do so.

**(b)** The Secretary-Treasurer shall be bonded in an amount recommended by the Executive Board and approved by the Local, and as required by applicable laws and the International Constitution.

(c) The Secretary-Treasurer shall keep a correct account of the proceedings of the Local and perform such other duties as pertain to this office.

(d) The Secretary-Treasurer shall administer the Local's Funeral, Disability and Sickness benefits as specified in Section 24 of these By-Laws.

(e) The Secretary-Treasurer must turn over at the close of his/her term of office all books, papers and other matters pertaining to the office, together with all funds belonging to the Local to the successor.

(f) The Secretary-Treasurer's responsibilities shall cease when the audit report is accepted by the Union and the successor is installed.

### **ASSISTANT SECRETARY-TREASURER DUTIES**

**Section 14(a)** The Assistant Secretary-Treasurer's position is an elected part-time position and shall serve to the extent that the President/Business Agent and Secretary-Treasurer shall determine in their discretion. The Assistant Secretary-Treasurer shall keep a correct account of the proceedings of the Local, shall call the roll of officers, carry on all correspondence and record and safeguard the minutes of the meetings. It shall be the duty of the Assistant Secretary-Treasurer, in the absence of the Secretary-Treasurer, to perform all duties pertaining to that office and to give such assistance as may be necessary.

(b) The Assistant Secretary-Treasurer shall be bonded in an amount recommended by the Executive Board and approved by the Local, and as required by applicable laws and the International Constitution.

### **EXECUTIVE BOARD MEMBERS' DUTIES**

**Section 15(a)** The Executive Board shall supervise and direct the management of the Local and approve all bills. The President/Business Agent, together with the First Vice-President, Second Vice-President and Executive Board, shall constitute the Grievance Committee and shall investigate and handle all disputes and controversies between the members of the Local and the Employer. The President/Business Agent, the First or Second Vice-President, and the Executive Board Member of the respective Section affected by a grievance shall attempt to resolve any dispute or controversy, unless otherwise ordered by the Local. Should they fail in their negotiations; the case will be brought before the Executive Board, who will then make a recommendation to the Local membership.

(b) Each Executive Board Member shall give a report to the Local of all matters taken up by him or her.



(c) It shall be the duty of each Executive Board Member to keep the Local membership informed of current issues within his/her respective Section and the Local and to ensure that the Local membership fully understand and abide by the terms and conditions of the Contract. Each Executive Board Member shall have a prescribed number of Information/Interview days per month to fulfill these duties. The Information/Interview days allowed for each Section shall be:

Operations Department	Revenue Department	Maintenance Department	Supervisory Department
<b>Sections</b>			
Rail Section – Congress / Lake/Midway: 4 days	Customer Assistant - West Section: 4 days	Equipment (Shop) Section: 6 days	Supervisors/ Instructors/ Clerks Section: 6 days
Rail Section – Douglas/O’Hare: 3 days	Customer Assistant – South/Midway Section: 3 days	Facilities (Janitors) Section: 6 days	
Rail Section – North: 3 days	Customer Assistant – North Section: 2 days	Track Section	
Rail Section – South: 3 days			

(d) They shall give such bond as is required of them by the Local.

(e) They shall have the power to act for the Local in all cases that require immediate action before the Local can be called together. A majority of the Board shall constitute a quorum to do business.

(f) The concerned Executive Board Member will be assigned to accompany the President/Business Agent or his/her designee to Labor Relations whenever grievances related to members of his Section are to be discussed, argued or processed.

### **ASSISTANT EXECUTIVE BOARD MEMBERS' DUTIES**

**Section 16** The Assistant Executive Board Member will assume the duties of an Executive Board Member from the same section only in the event of an absence by or vacancy in the position of an Executive Board Member.

## **GRIEVANCES**

**Section 17(a)** Any member who believes that an injustice has been committed against him/her by the Employer or any of its employees shall fill out a grievance. The grievance must be filed by the Union office by no later than thirty (30) days from the date of the occurrence or knowledge of the occurrence giving rise to the grievance. The grievance may be faxed to the Union office (fax number (312) 782-5382 or (773) 253-0310, emailed to the First or Second Vice-President or delivered to the Union office. All grievances shall be written on Union grievance forms provided for that purpose. These grievance forms can be obtained online as well as from the officers and stewards. The Union shall investigate the grievance.

**(b)** The local has ninety (90) calendar days from the date of the step 2 decisions to file for arbitration. Once the Executive Board has investigated and reported the facts underlying a grievance, the Executive Board shall vote as to whether it shall recommend to the Local membership that the grievance either proceed to arbitration or not. If a majority of the membership present at the Local membership meeting votes not to proceed any further with the grievance, the grievance shall not be reopened unless the matter is again brought before the Local within ninety (90) days of the step 2 decision and a majority of the members present vote in favor of moving the grievance to arbitration.

**(c)** The First or Second Vice-President shall keep a file of all such grievances.

**(d)** It shall be the duty of the First Vice-President or his/her designee to note in the space provided for same the final action of the Union, and file said grievance in his/her office in a file provided for that purpose.

**(e)** The Local shall maintain a Grievance Arbitration Fund in a separate Account. Six Dollars (\$6) of each active member's monthly dues shall be placed into the Grievance Arbitration Fund. In addition, the Local shall also transfer 15% of any monthly surplus to the grievance arbitration fund after all bills, transfers and obligations are met for that month. In the event the Local does not have a surplus in any particular month no transfer shall be made. The monies collected and deposited into the grievance arbitration fund shall be used to pay arbitration expenses including arbitration work done by the Local's attorney(s) and the Second Vice President's salary.

## **DELEGATES TO CHICAGO FEDERATION OF LABOR AND INDUSTRIAL UNION COUNCIL**

**Section 18(a)** It shall be the duty of delegates to the Chicago Federation of Labor and Industrial Union Council to attend any and all meetings of that body when called upon by the Chairman of delegates or ordered by the Local.

**(b)** The President/Business Agent, First Vice-President, Secretary-Treasurer, and members of the Executive Board as selected by the President shall be delegates to the Chicago Federation of Labor and Industrial Union Council. Additional delegates may be appointed by the President/Business Agent or selected by the Local.

**(c)** It shall be the duty of the Chairman of delegates to the Chicago Federation of Labor and Industrial Union Council to attend all meetings of that body, to report to the Local all business of importance transacted there, and to look after the interests of the Local upon the floor of the Federation. The Chairman shall select, when s/he deems it necessary, a delegate or delegates to attend said meetings to assist him/her in the work. The Chairman shall keep in touch with the proposed work of the Chicago Federation of Labor and Industrial Union Council and, when necessary, may send part or all of the body of delegates of the Local to the meetings of the Chicago Federation of Labor and Industrial Union Council. The Chairman shall perform all other duties that will serve the interests of the Local as it appears to him/her, or that s/he may be instructed to perform by the Local. Any reports by the Chairman to the Local on matters of importance must be made in writing and filed in the office of the Local.

**DELEGATES TO ILLINOIS STATE  
FEDERATION OF LABOR AND CONGRESS  
OF INDUSTRIAL ORGANIZATIONS  
CONVENTION**

**Section 19(a)** Delegates to the Illinois State Federation of Labor and Congress of Industrial Organizations Convention are selected by the Illinois Federation of Labor.

**(b)** Delegates to the Convention of the Illinois State Federation of Labor and Congress of Industrial Organizations shall be compensated by the Local for all time lost from work because of attendance at the Convention and for the reasonable cost of transportation and accommodations. In addition, each Delegate shall receive Fifty Dollars (\$50.00) per day to cover the cost of other expenses.

## **DELEGATES TO ILLINOIS JOINT CONFERENCE BOARD OF THE AMALGAMATED TRANSIT UNION**

**Section 20(a)** The President/Business Agent, First Vice-President and Secretary-Treasurer shall attend all meetings of the Illinois Joint Conference Board of the Amalgamated Transit Union. The President/Business Agent shall determine whether the Second Vice-President shall attend. In the event the President/Business Agent or Secretary-Treasurer is unable to attend, the President/Business Agent shall appoint a member of the Executive Board to attend as a substitute.

**(b)** Delegates to the Illinois Joint Conference Board of the Amalgamated Transit Union shall be compensated by the Local for all time lost from work because of their attendance and for the reasonable cost of transportation and accommodations. In addition, each Delegate shall receive Fifty Dollars (\$50.00) per day to cover the cost of other expenses.

## **INTERNATIONAL CONVENTION DELEGATES**

**Section 21(a)** In accordance with the U.S. Labor-Management Reporting and Disclosure Act of 1959, there shall be no meeting attendance requirements for the purposes of electing delegates to the ATU International Convention; provided however that a candidate for delegate must have been a Member in Good Standing of the Local for the two (2) years preceding the day of the nominations meeting. Nominations and elections of delegates shall take place every three (3) years to coincide with the general Officer nominations and elections. Delegate elections will be conducted under the plurality ballot system. That is, the Members in Good Standing receiving the highest votes for the designated number of delegate positions shall be elected as delegates. If the persons who are elected to President, Secretary-Treasurer and First Vice-President are also elected as delegates, then the President shall hold the number one delegate position, the Secretary-Treasurer shall hold the number two delegate position, and the First Vice-President shall hold the number three delegate position. If the Local is entitled to additional delegates, then the delegates shall be assigned delegate numbers based upon the number of votes cast for each delegate. That is, the Member who received the highest number of votes (aside from the President, Secretary-Treasurer and First-Vice President), shall be delegate number four; the Member who received the next highest number of votes shall be assigned the position of delegate number five, etc. until all delegate positions are numbered and filled. After all delegate positions are filled, alternate delegates shall, by overall numerical strength of the votes cast, be used to fill vacancies left by numbered delegates who cannot fulfill their duties. The Secretary-Treasurer shall issue to the International a report with all required information regarding delegates prior to the Convention.

**(b)** Delegates to the International Convention who are not full-time Officers or Executive Board Members of this Local shall be compensated by the Local for eight (8) hours pay, at their contractual base wage rate and for each day that the delegate must miss because of travel to and from the Convention but no more than one (1) day for each direction of travel. Delegates to the International Convention who are Executive Board Members shall be compensated by the Local for eight (8) hours pay, at the Executive Board Members' rate and for each day that the delegates must miss because of travel to and from the Convention but no more than one (1) day for each direction of travel. Delegates shall be furnished coach airline tickets or an equivalent amount of money in lieu thereof and the reasonable cost of accommodation. In addition, each Delegate shall receive Fifty Dollars (\$50.00) per day to cover the cost of other expenses.

### **EASTERN CAN-AM CONFERENCE BOARD**

**Section 22(a)** Amalgamated Transit Union Local 308 shall be a member of the Eastern Can-Am Conference Board of the Amalgamated Transit Union. The President/Business Agent, First Vice-President, and the Secretary-Treasurer shall attend all meetings of the Eastern Can-Am Conference Board of the Amalgamated Transit Union. In the event the President/Business Agent, First Vice-President and/or the Secretary-Treasurer are unable to attend any meeting, the President/Business Agent shall appoint a member of the Executive Board to attend the meeting as a substitute.

**(b)** Delegates to the Eastern Can-Am Conference Board shall be compensated by the Local for all time lost from work because of attendance at the Conference Board and for the reasonable cost of transportation and accommodations. In addition, each Delegate shall receive Fifty Dollars (\$50.00) per day to cover the cost of other expenses.

### **STEWARDS**

**Section 23(a)** After the installation of officers, each Executive Board Member shall recommend Steward(s) for each of the different departments under his/her jurisdiction. This recommendation must be approved by a majority of the Local membership present at a meeting.

**(b)** At all times while working, Stewards shall wear an identifying insignia, which shall be furnished by the Local.

**(c)** If the Executive Board Member or Assistant Executive Board Member is not available, the Steward, with the approval of the President/Business Agent, shall have the authority to assist and represent an employee in his/her department where there is a dispute between management and an employee at the local level, station, barn, shop, etc.

(d) Every year, Stewards will be given the opportunity to attend Stewards classes. Every three (3) years, coinciding with the election cycle, Stewards shall be required to update their steward status.

## **FUNERAL, DISABILITY OR SICKNESS BENEFITS**

**Section 24(a)** The Secretary-Treasurer shall be responsible for administering the funeral, disability and sickness benefits of the Local. In order for a member to receive a one-time funeral, disability or sickness benefits, the member must have been a Member in Good Standing for at least one year from the date of his/her death, disability or illness. Secondly, the member's family must produce adequate proof of death of the member and of proper and respectful interment of the member, or in the case of disability or sickness, must provide documentation establishing such disability or sickness. Once these requirements have been satisfied, the Secretary-Treasurer shall pay to such beneficiary or member the sum of Seventy-Fifty Dollars (\$75.00). If the member was a Member in Good Standing for at least two (2) years, the Secretary-Treasurer shall pay to such beneficiary or member the sum of One Hundred Fifty Dollars (\$150.00). If the member was a Member in Good Standing for at least three (3) years, the Secretary-Treasurer shall pay to such beneficiary or member the sum of Two Hundred Dollars (\$200.00). If the member was a Member in Good Standing for at least four (4) years, the Secretary-Treasurer shall pay to such beneficiary or member the sum of Three Hundred Dollars (\$300.00). If the member was a Member in Good Standing for at least six (6) years, the Secretary-Treasurer shall pay to such beneficiary or member the sum of Four Hundred Dollars (\$400.00).

(b) The Secretary-Treasurer shall in all cases of the death of a member, if reasonably possible, provide for a bible, a floral piece or a donation to a charity of the family's choice.

(c) Sick benefits shall be established for full-time Officers of the Local Union that shall provide payment of the weekly salary; provided that any full-time Officer who is sick for more than one (1) calendar week shall not be paid the auto or business allowance expense beginning with the 2<sup>nd</sup> calendar week of sickness until s/he returns to work.

## **REIMBURSEMENTS, COMPENSATION AND THE LOCAL'S FINANCES**

**Section 25(a)** All bills and requests for reimbursement submitted by members must bear the member's name, a detailed explanation of the location and specific type of service or duties s/he performed on behalf of the Local, the dates of the service, and beginning and end times the member spent performing those duties. If the request is for reimbursement of an expense incurred by the member, the member must produce a receipt; for example, a parking receipt. The bill must be signed by the member submitting it and must be

audited and approved by the Executive Board and the membership at the Local membership meeting.

**(b)** It shall be the duty of the President/Business Agent, Vice-President or Secretary-Treasurer to hold up all illegal bills and report same at the first regular meeting thereafter.

**(c)** No individual shall work for the Company during the same hours that s/he works for the Union.

**(d)** Disbursements of the monies of this Local shall be only by checks signed jointly by the Secretary-Treasurer and the President/Business Agent or the First Vice-President, provided, however, that the Assistant Secretary-Treasurer shall be authorized to sign checks in the absence of the Secretary-Treasurer and the First Vice-President in the absence of the President/Business Agent.

**(e)** Executive Board Members shall be compensated at an hourly rate as set by the membership not to exceed ten percent (10%) above the contractual base wage rate per the collective bargaining agreement between the Local and the Employer for actual time lost from work (not to exceed nine (9) hours) or while performing duties for the Local. Assistant Executive Board Members shall be paid their contractual base wage rate per the collective bargaining agreement between the Local and the Employer.

**(f)** Officers and Executive Board Members and Assistant Board Members shall be provided with a \$75 monthly reimbursement allowance for cell phones.

**(g)** In the event Executive Board Members are off in the service of the Local for which they are receiving a full day's pay by the Local, they shall not be entitled to additional compensation for attending a meeting of the Board or the Local on the same day.

**(h)** Executive Board Members shall not be allowed to work more than eight (8) hours in any one day, except by order of the President/Business Agent.

**(i)** All Committees will be required to report in detail all their receipts and expenditures. These receipts and expenditures shall be audited before being submitted to the Local for final action.

**(j)** A member taking off a day to work for the Local, with the approval of the President/Business Agent, shall be compensated at the rate of his or her regular classification rate of pay.

**(k)** For the faithful performance of their duties, the President/Business Agent, Secretary-Treasurer, Second Vice-President and First Vice-President shall receive salaries and expenses in amounts as set by the membership. The salaries of the President/Business Agent, Secretary-Treasurer, Second Vice-President and First Vice-

President in effect as of January 1, 2024, through December 31, 2026, shall only be increased by one-half (1/2) the amount of the contractual wage increased received by the members during that period. Effective January 1, 2027, the President/Business Agent, Secretary-Treasurer, Second Vice-President and First Vice-President salaries shall be computed as follows:

President/Business Agent – Grade 11.3 x 55 hours per week

Secretary-Treasurer – Grade 11.3 x 51 hours per week

First Vice-President – Grade 11.3 x 47 hours per week

Second Vice-President - Grade 11.3 x 43 hours per week

They shall also be given a monthly expense allowance of \$75.00 for their automobiles and \$50.00 for other business expenses. At no time shall these allowances exceed \$125.00 per month. Neither the salaries nor monthly expense allowances shall be reduced during a term of office except by an affirmative vote of two-thirds of the members voting at a regular or special meeting.

**(l)** All monies received by the Local from initiation fees, monthly dues and assessments shall immediately become the property of and shall be used for the sole and exclusive benefit of the Local and can be expended only by a majority vote of the members of the Local in attendance and voting at a regular meeting. Appropriations to meet an appeal of another Local of the International Union shall be granted [or considered] only if endorsed by the International President. Any such donation to another Local shall be forwarded to the International for distribution in accordance with the International Constitution.

**(m)** The accounts of the Secretary-Treasurer shall be audited every six (6) months by an independent professional auditor, decided upon by the Executive Board and approved by the Local. The auditor will make a full report of his findings to the Local at the first regular meeting after the audit. The Audit Report shall be read immediately before the reading of the minutes.

**(n)** A member who applies for expenses in advance from the Local must properly fill out a written application provided by the Local with the information stated in Section 25(a), date the application and sign his/her name at the bottom of the form. The application must then be turned over to the Secretary-Treasurer for submission to and approval by the Executive Board and the local membership. Once approved, the Local shall advance the designated sum to the member. Immediately after the expenses are incurred, the member shall submit to the Secretary-Treasurer all receipts in accordance with Section 25(a), and the Secretary-Treasurer shall ensure that the member has provided the required documentation and that any money advanced has been accounted for.

**(o)** The President/Business Agent, Secretary-Treasurer, Second Vice-President and First Vice-President shall each receive an annual vacation to conform to the vacation they



would receive if they were working in their respective classifications with the Chicago Transit Authority. Vacations must be paid out by January 15<sup>th</sup> of the following year. Effective January 1, 2026, the President/Business Agent, Secretary-Treasurer, Second Vice-President and First Vice-President can only buy back three (3) weeks of their vacation which must be bought back before June 1. All vacation must be used by January 15<sup>th</sup> of the following year.

**(p)** Members shall also pay any additional assessments ordered by the International or Local 308. In the event that the Executive Board of the Local should determine that the General Fund is insufficient for the purpose of conducting the affairs of the Local properly, the Executive Board is authorized and directed to levy a special assessment not to exceed Five Dollars (\$5.00) per month, to be paid by each working member for such period or periods as the Executive Board deems necessary. Such period shall not exceed six months in any one-year unless approved by the membership.

**(q)** This Local shall not pay strike benefits to members in case of strike, or other than what is received from the International, except in case where extreme need occurs, which case must be investigated and recommended for such benefit by the Executive Board of the Strike Committee.

**(r)** No member or members shall solicit or ask for assistance or contributions of any kind, create any organization using in whole or in part the Local's name which is not sanctioned by or chartered by the Local, or shall hold any events, including balls, picnics or amusement ventures of any kind, on behalf of or in the name of the Local, without the Local's consent, nor shall any member represent to the public that s/he represents or is authorized to speak or act on behalf of Local 308 without having proper authorization to do so.

**(s)** Any caucus, organization or group which has been chartered or sanctioned by the Local to use in whole or in part the name of ATU Local 308 shall submit to the Financial Secretary on February 15<sup>th</sup> and August 15<sup>th</sup> of every year an audit report of its finances as certified by the Treasurer of the caucus, organization or group. If the caucus, organization or group does not submit the audit report on a timely basis, it will be subject to the forfeiture of its charter and no longer sanctioned by the Local and ineligible to receive financial assistance from the Local. The maximum amount of assistance given to each caucus or sports group shall not exceed \$3500 a calendar year including conferences, travel and board.

**(t)** In accordance with Section 17.1 of the International Constitution, a final distribution of any funds in possession of or belonging to the Local cannot be made so long as five members of the Local object thereto.

## MEETINGS

**Section 26(a)** The regular meetings of this Local shall be held on such dates and in such places as may be ordered by the Local from time to time.

**(b)** The regular monthly membership meeting of Local 308 for the months of January, March, May, July, September and November shall be called to order on the second (2<sup>nd</sup>) Saturday of the month at 10:00 am. The regular monthly membership meeting of Local 308 for the months of February, April, June, August, October and December shall be called to order on the second (2<sup>nd</sup>.) Tuesday of the month meetings at 6:30 p.m. If no quorum is obtained after 15 minutes of the meeting started time, the President/Business Agent shall adjourn the meeting for lack of quorum, and all actions of the Executive Board which would have been reported to the membership at the meeting shall become final and binding upon the Local without further action by the membership.

**(c)** When the presiding officer takes the chair, the officers and Members in Good Standing shall take their respective seats and at the sound of the gavel there shall be general silence. The meeting shall then be considered organized.

**(d)** Twenty-five Members in Good Standing shall constitute a quorum.

**(e)** Any Member in Good Standing who during the course of a meeting of this Local uses profane or unbecoming language, refuses to obey the commands of the Chair when called to order, or who uses disrespectful expressions towards the Officers or members of this Local, shall be fined Five Dollars (\$5.00) for each offense.

**(f)** The time allowed any speaker to occupy the floor shall not exceed five minutes without the consent of the membership. Nothing religious, political or sectarian shall be allowed to be discussed at any of the meetings of the Local.

**(g)** Any Member in Good Standing may request the Secretary-Treasurer or Assistant Secretary-Treasurer to read any motion or amendment before it is voted upon. The President/Business Agent may ask the Member in Good Standing who made the motion or amendment if the motion or amendment as read by the Secretary-Treasurer or Assistant Secretary-Treasurer is correct.

**(h)** The Executive Board Members shall select from among its Members in Good Standing one who shall have charge of the outer door of the Local's meeting place and s/he shall allow no one but Members in Good Standing presenting work IDs to attend the meeting, or such other persons as s/he shall receive orders from the Officers to admit. S/he shall register all attending members' names in a book provided for that purpose and shall perform such other duties as the President/Business Agent may direct.

## QUALIFICATIONS FOR AND DUTIES OF MEMBERSHIP

**Section 27(a)** All persons who work in a bargaining unit represented by the Local must become and remain a Member in Good Standing in accordance with the Constitution and these By-Laws. In order to be a Member in Good Standing, the member must work within the bargaining unit represented by this Local, as required by §21.1 and §21.2 of the Constitution, have submitted an application in accordance with §21.3 of the Constitution, and either have paid dues and initiation fees in whole or in part or have authorized payroll deductions for such. Once the member is in good standing, the member shall receive a membership card and certificate. The member must continue to pay all dues, fines and assessments on the first day of each month for the current month.

**(b)** No member shall be allowed to injure the interests of a fellow member by undermining him or her in place, wages, or in any other willful act.

**(c)** All Members in Good Standing who continue to work for the CTA but no longer work in a bargaining unit represented by the Local but work in a bargaining unit represented by a sister ATU Local, shall be granted a withdrawal card from this Local to show that s/he is a Member in Good Standing, which they shall present to the sister Local for membership.

**(d)** Members are required to keep the Secretary Treasurer informed of any changes to their or other contact information.

**(e)** Charges may be preferred against any member or members in writing and in accordance with §22.3 of the Constitution. Penalties may consist of fines, reprimands, suspension and/or expulsion and shall be decided by a vote of the Local, except where a specific penalty is provided for in these Local By-Laws or the Constitution.

**(f)** A member who has suspended him/herself by non-payment of dues, fines and assessments, and desires reinstatement into this Local within twelve months of being in arrears, may do so, provided s/he is employed in some capacity within the bargaining unit which the Local represents and in which s/he is eligible for membership and there are no other charges against him/her but that of being suspended for the non-payment of dues, fines and assessments, by applying to the Secretary-Treasurer of the Local and paying all her/his arrearage and paying, in addition, one Dollar (\$1.00) a month for each month that s/he has been in arrears, as a reinstatement fee. The Secretary-Treasurer, when reporting this member to the International for reinstatement, shall forward all per capita tax and assessments which are due the International on the member, and, in addition shall forward fifty cents (\$.50) for each month that the member was suspended, as shown by the books of the Local, as a reinstatement fee. The other fifty cents (\$.50) per month reinstatement fee shall be deposited into the Local's Building Fund. Upon the receipt of all back per capita tax and assessments and the fifty cents (\$.50) per month reinstatement

fee by the International, the member's name shall be restored to the Local's membership roll and the member reinstated and placed in good standing in the Amalgamated Transit Union according to the conditions of her/his membership prior to the time of her/his suspension.

**(g)** A member who has suspended him/herself for a period longer than twelve months cannot be reinstated into membership. If such a member desires to again join this Local, s/he shall be subject to a penalty of Fifty Dollars (\$50.00) and must re-submit an application for membership and either have paid dues and initiation fees in whole or in part or have authorized payroll deductions for such. If a member is reinstated with backpay, s/he shall reimburse the Union for back Union dues and assessments, as agreed with the Union.

**(h)** Members retiring on pension from active service and who continue in good standing shall have a voice but no vote on any matters affecting the Local, except that they shall be permitted to vote in the election of all Local officers and delegates to Conventions elected by the entire membership of the Local, but not in the election of any other officers and delegates. Retirees shall not be allowed to serve in any decision-making capacity in the election process but may perform ministerial electoral functions such as acting as tellers, ballot clerks, election observers, but not as members of the election committee.

### **INITIATION FEES AND MEMBERSHIP DUES**

**Section 28(a)** New Members shall fill out and submit an application for Union membership to the Secretary-Treasurer and authorize payroll deductions for dues and initiation fees. The initiation fee shall be Two Hundred Dollars (\$200.00). This sum, as well as any additional current monthly dues and assessments, shall be automatically deducted from the Member's paycheck. Employees failing to join the Union within thirty (30) days after they begin working within the jurisdiction of the Local Union shall pay the current month's dues plus Five (\$5.00) Dollars after the thirtieth (30<sup>th</sup>) day.

**(b)** The monthly dues of all active members shall be the average of the top hourly rate of Operator, Customer Assistant, Janitor, Car Repairer, Car Servicer and Trackman, multiplied by two point two five zero percent (2.250%). The monthly dues shall be adjusted once a year effective each July 1<sup>st</sup>.

**(c)** Each member working within the jurisdiction of the Local shall pay to the Local the current monthly dues as specified in Section 28(b) of these By-Laws, in addition to any fines and assessments. All monthly dues, fines and assessments shall be collected in the same manner and are due by the first day of the month and must be paid by the fifteenth (15<sup>th</sup>) day of the month in order for a member to continue in good standing.

**(d)** In order for members who have retired on pension from active employment to continue their membership in good standing, the monthly assessment shall be as follows: Pensioners who retired prior to January 1, 1993 shall pay Three Dollars and fifty cents (\$3.50) per month. Pensioners who retired on or after January 1, 1993 but before July 1, 2013 shall pay Five Dollars and fifty cents (\$5.50) per month. Pensioners who retire on or after September 1, 2013 shall pay Six Dollars and fifty cents (\$6.50) per month.

**(e)** Members leaving active service for reasons other than retirement on pension, such as furloughed members, who desire to retain their membership with the ATU, shall have the right to become Members at Large provided they do not enter employment that is detrimental to the interests of the Union. They shall request a withdrawal card from the Local and apply directly to the ATU International Secretary Treasurer, providing their name, , date of membership, and this Local's number. Members at Large shall pay the ATU the per capita tax plus twenty-five cents (\$.25) each month until reaching age 65, at which time the dues shall be reduced to the monthly assessment for Pensioners as provided in Section 29(d).

### **AMENDMENTS TO LOCAL BY-LAWS**

**Section 29** Any by-law amendments must be presented in writing by a Member in Good Standing to the Local. The proposed by-law must be read at two (2) regular meetings of the Local before adoption. The proposed by-law shall also be posted at the Terminals at least one week prior to the meeting at which the second reading is to take place and the vote is to be taken. The amendment must receive a two-thirds (2/3) majority vote of the members present in its favor to pass. Once the proposed by-law is approved by the membership, the Secretary-Treasurer shall submit it to the International President for approval. Any proposed By-Laws that conflict with the Constitution and General Laws are void. Once the by-law is approved by the International President, it shall be filed in the office of the Local in a file kept for that purpose and shall be incorporated into the By-Laws of this Local.

### **MISCELLANEOUS LAW**

**Section 30(a)** Whenever the Local is seeking a written agreement with an employer, or the modification or amendment of an existing agreement, all such agreements shall be submitted to the International President/Business Agent or his authorized deputy for approval before final action is taken. The Local shall, in writing, advise every employer with whom it has a bargaining relationship of the contents of this Section. When written agreements are consummated, signed copies of the original agreement shall be prepared promptly and forwarded to the International Office immediately.

**(b)** In matters affecting contracts, no officer or member shall have authority to make any verbal or written agreement with officials or agents of the employer prior to approval by the Local.

**(c)** The Local shall maintain an office suitable for the transaction of its affairs. The office shall be open from Monday through Friday 8:00 a.m. to 5:00 p.m. excluding holidays and special occasions.

**(d)** Every employee when hired and every employee when transferred from one Local to another Local is expected when required by management to qualify or break in any of the classes in train service, such as flagman, operator, switchman and towerman. Seniority in any class of service is acquired immediately after proving qualification in the respective class. No member of Local 308 regularly employed as an operator, supervisor, yard leader, switchman, towerman, clerk, customer assistant or janitor shall work extra in any capacity, except in case of or when help is not available. (As used herein, an shall mean a sudden, urgent, unforeseen occurrence or occasion requiring immediate action.) When such extra work is done, they shall be paid at the rate of time and one-half, or at trip time rate, whichever is greater. They shall receive their regular rate, unless the rate of pay for the extra work is greater than their own, in which case the higher rate must be claimed. Any member working in contravention of the above shall be fined Ten Dollars (\$10.00) for the first offense, Twenty-five Dollars (\$25.00) for the second offense, and in the case of a member violating this rule the third time, charges shall be brought against such member by the Executive Board, and if the member is found guilty of such violation, then such member shall be expelled from membership in Local 308. This Section shall not be applicable to members doing light duty by order of the Company doctor.

**(e)** Local Union members who serve in acting management positions, or work in a manager pool, will be forced to the extra board, according to seniority, for all station, run or job picks, at the first scheduled pick after they have begun acting in a pool manager job. If the acting pool manager resigns from their management position before a scheduled pick, the Local Union member will immediately regain his/her full picking rights.

## **SENIORITY**

**Section 31(a)** For those who were hired prior to May 1, 1997, working seniority in any rail service classifications, such as platform man, customer assistant, operator, switchman and tower man is acquired immediately upon proving qualification in the respective classification. For those who were hired on or after May 1, 1997, the working seniority date shall be the entered service date in rail service. This shall apply to all rail service classifications mentioned above and to the extra list. To ensure that persons hired before May 1, 1997 fall correctly before those hired following that date in each and every classification, the Local hereby establishes adjusted seniority dates, as detailed in the list

maintained by the Secretary-Treasurer, for some persons in the Tower, Switching, and Operator classifications.

**(b)** Every employee when hired and every employee when transferred from one Local to another Local on or after May 1, 1997 is expected when required by management to qualify or break in, in any of the classes in the train service, such as customer assistant, operator, switchman and towerman. Seniority in any class of service is acquired immediately after proving qualification in the respective class.

**(c)** When more than one person qualifies for the same class at the same time, the person with the longest entered service date shall have the higher seniority. Where two employees' length of service is the same or of equal length the alphabetical arrangement of surname, with "A" first, shall control.

**(d)** With respect to members hired prior to May 1, 1997, as they qualify in classes in addition to the first class in which the member-acquired seniority, the member shall be placed in position in those additional classes consistent with dates of qualification.

**(e)** Seniority rights in any and all train classes shall be retained as active rights until the member's acceptance of place on regular list as operator, switchman, switchtender or towerman. During retention of place on regular motor, switching, switchtender or tower list, the rights of the member in any other class shall be suspended. Every operator has the right to qualify as, and pick into the class of, switchman or towerman within one year after qualifying regardless of whether s/he has a regular run.

**(f)** A Member cannot leave any of the classes (regular motor, switching, switchtender or tower) of his/her own volition to return to the place in other classes where s/he has rights in suspension.

**(g)** If because of physical reason or reduction in number of runs or tricks or employer's sustained objection, a member is taken out of a class previously regularly occupied, the member shall have those rights in other classes in suspension restored to him with such seniority improvements as have resulted from the operation of time.

**(h)** It is understood that the full-time regular runs, the short runs and the right to work the extra board, will be picked in accordance with seniority. Unpicked runs must be picked from the bottom of the regular extra list.