

## **NAME**

This Local shall be known as Local Union 1342 of the Amalgamated Transit Union.

## **PRINCIPLES**

We hold it as a sacred principle that trade union men and women, above all others, shall set a good example as good and faithful workers, performing their duty to their employer as well as to the organization.

## **PREAMBLE**

The Amalgamated Transit Union, with its Constitution and Laws, was established in order to secure and defend our rights, safeguard our interest as working men and women, create an authority whose seal shall constitute a certificate of character, intelligence and skill, build up an organization whereby working members of our craft can participate in the discussion of those particular problems, upon the solution of which defends our welfare and prosperity, to encourage the principle and practices of conciliation and arbitration in the settlement of all difficulties 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.

## **QUALIFICATION FOR MEMBERSHIP**

**Section 1.** Qualification for membership in Local Union 1342 shall be in compliance with the International Constitution and General Laws, Section 21.1.

## **ADMISSION OF MEMBERS**

**Section 2.** The application of a candidate for membership shall be presented to the Financial Secretary/Treasurer after the completion of his or her applicable probationary period.

## **INITIATION FEES**

**Section 3.** Initiation fees shall be a minimum of \$150.00, and not to exceed \$300.00 which may be paid in minimum installments of \$10.00 per week or more in lieu of the full amount. It is understood that the Executive Board of Local Union 1342 will determine the amount of the initiation fee to be paid.

## **DUES**

**Section 4.** The dues of Local Union 1342 shall be in accordance with the provisions set forth in Section 18.2 of International Constitution and General Laws. Any member, full-time or part-time who is off from work due to injury, illness, laid off or on an approved leave of absence for a whole month beginning with the first of the month and ending with the last day of the month will only have to pay the Per Capita set by the International each July for each full month he/she is out of work. For our members who work part-time their dues will be calculated based on the Per Capita and one/thirtieth (1/30) of the monthly union dues for each day they work. All dues reduction applies to members who are employed as part-time employees. All members who are employed as

full time employees are responsible to pay the full amount of union dues.

### **OFFICERS**

**Section 5.** The Officers of Local Union 1342 shall be the President/Business Agent and Delegate to the A.T.U. Convention, Vice President/Executive Board, Financial Secretary/Treasurer, Executive Board and Delegate to the A.T.U. Convention, Recording Secretary/Executive Board and Delegate to the A.T.U. Convention, and fourteen (14) Executive Board Members. These consist of one (1) representing Babcock Station, one (1) representing Frontier Station, one (1) representing Cold Spring Station, one (1) representing South Park Rail Operators and Fare Inspectors, one (1) representing Cold Spring Shops, one (1) representing Babcock Garage, one (1) representing Cold Spring Garage, one (1) representing Frontier Garage, one (1) representing South Park Rail Shops, one (1) representing Clerical, one (1) representing Paratransit/Metrolink, two (2) representing Coach USA and one (1) representing Grand Island Transit. Board Members must work at the location from which he/she is elected. The Paratransit/Metrolink Executive Board Member must work in that division.

### **NOMINATIONS AND ELECTIONS**

**Section 6.** The Election of Officers, Executive Board Members, Stewards and any delegates or alternates to the International Convention will be conducted by mail in accordance with the International Constitution and General Laws Sections 14.6 and 14.7 and the Labor-Management Reporting and Disclosure Act of 1959, as amended, and as follows:

a. In electing officers for Local Union 1342, the plurality system shall be used in accordance with the International Constitution and General Laws Section 14.6. Officers and Stewards shall be elected for a term of three (3) years, and Sentinel and Correspondent shall be appointed by the President/Business Agent.

b. The Financial Secretary/Treasurer shall appoint an Election Committee to insure a fair and impartial election. The Election Committee shall determine the qualifications and eligibility of all nominees according to Section 8 of Local Union 1342's By-Laws and prepare the ballot(s) for the election, and mail same unless an outside election firm is used for said election. Any Local functions of this firm will be overseen by Local Union 1342's election committee. A nominee for office, except the Financial Secretary/Treasurer, shall not serve as a member of the committee. The Financial Secretary/Treasurer shall oversee all steps in the election. In the event a member of the Election Committee is unable to serve at any time following his/her appointment, the Financial Secretary/Treasurer is empowered to appoint an alternate. The duration of appointment for all members of the Election Committee shall extend to include all run-off elections that may be required

c. The names of the qualified candidates shall appear in alphabetical order.

d. Nominations shall be held during the regular monthly meeting in October of the election year and notice of such meeting shall be mailed to the last known address of each member a minimum of 10 days preceding the nomination meeting.

In addition the election notice must be mailed with the nomination notice, but in no event, less than 15 days prior to the election date. Also and in the event of a run off election, that date will be included.

Write-in nominations must be sent by U.S. Mail to the Financial Secretary/Treasurer. The nominations must be signed by the member making the nomination and received by the Financial Secretary/Treasurer during the period the nomination meetings are being conducted so as to permit its reading into the minutes no later than the last nomination meeting. Thereafter, nominations shall be closed.

e. Members nominated for office must file acceptance, in writing, with the Financial Secretary/Treasurer within ten (10) calendar days following the adjournment of the last nomination meeting for their name to be placed on the election ballot. (Notices of the nomination meeting must be posted on all properties of Local Union 1342 prior to first nomination meeting). The Financial Secretary/Treasurer shall immediately post the names of the nominees and the office to which they are nominated on the various bulletin boards throughout Local Union 1342. Any member not notifying the Financial Secretary/Treasurer of their acceptance will not appear on the ballot.

f. When the nomination process is completed no person will be permitted to add, delete, alter or change the ballot in any way for any reason; provided however, that any candidate properly nominated may withdraw his/her name from the ballot or consideration at any time prior to the printing of the official ballot should he/she decide not to seek the office for which they are nominated. A candidate's withdrawal will be in writing bearing his/her signature, and must be submitted to the Financial Secretary/Treasurer. Should the withdrawal of a candidate or candidates leave only one candidate nominated for a particular office, then that candidate's name shall appear on the ballot unopposed. Members may accept a nomination for one office only.

g. Any member not in compliance with the Constitution and General Laws of the Amalgamated Transit Union and the By-Laws of Local Union 1342 shall not be eligible to hold office in Local Union 1342.

h. No member shall be allowed to vote unless he/she is in good standing under the terms of Local Union 1342's By-Laws and the Constitution and General Laws. Section 21.6.

i. Following preparation of all ballots, the Election Committee shall rent two (2) post office boxes. The first post office box will be used as the return address on ballot packet envelopes and for other correspondence. The second post office box will be used only as the receiving address for the voted ballots. Each ballot packet will bear the return address of the first post office box, an addressee label with the name and address of each member, and the required postage. It will contain the election notice, voter instructions and a secret ballot envelope. Each ballot packet shall bear the day and date of the month that shall be the deadline for its return to the post office box in order to be counted, in no event shall the return deadline date for counting be less than fifteen (15) days subsequent to the mailing date to the membership. Ballots will be mailed to members last known address, any ballots returned as undeliverable, will be re-mailed no later than the same dates as outlined on the election schedule for opening of the first post office box.

On the counting date specified in the ballot packet information, and not earlier than 9:01 AM, the Election Committee shall collect and remove all ballot envelopes from the post office box and proceed immediately to tabulate the votes. All ballots to be counted must be submitted by U.S. Mail and on deposit in the post office box for collection by the Election Committee as outlined above. Ballots that bear identifying marks, that are defaced or indicate a choice of more than one candidate for the same

office shall be voided provided that any remaining portion of the ballot indicating a clear choice for other contests shall be counted.

Immediately following the tabulation of all votes, the results thereof, including any requirement for a runoff election, shall be attested by all members of the Election Committee and published on the bulletin boards of Local Union 1342 by the Financial Secretary/Treasurer.

J. Required runoff elections shall be held as soon as practical following the regular election so as to permit its completion prior to commencement of the new term. All rules contained herein and applying to the conduct of the regular election shall govern the procedure for runoff elections.

k. Any member in good standing who desires to be present when the ballots are being counted shall be privileged to be in attendance, but cannot participate.

l. Any member who is entitled to vote may challenge the conduct of the results of an election within ten (10) days from the date the ballots are counted in accordance with the Constitution and General Laws Section 14.8 of the Amalgamated Transit Union.

m. The procedure used in the election schedule will remain the same. The dates and place held are subject to change.

### **REFERENDUM VOTE**

**Section 7.** Referendum vote needed to decide propositions will be conducted at an assigned designated location, such issues shall be posted for review ten (10) days prior to the referendum meeting.

### **ELIGIBILITY FOR OFFICE**

**Section 8.** No member shall be eligible to any office within Local Union 1342, nor as a delegate or alternate to any convention, unless he/she has been a member in continuous good standing in Local Union 1342 for a period of two (2) years prior to the nominating meeting.

### **MEETINGS**

**Section 9.** The meeting of Local Union 1342 shall be held on the second Wednesday of each month beginning at 7:30 PM. The morning meeting shall be held on the second Wednesday of each month beginning at 10:00 AM. Meetings will convene for a period of two (2) hours from the starting time of the meeting. Example: Morning meeting begins at 10:00 AM finishes at 12:00 PM. It is understood however, that a motion can be made and seconded to extend the meeting past the designated time for a period of one half (1/2) hour at a time. A majority vote will carry a sold motion. In addition any motions that have been made prior to the designated and/or extended finish time must be disposed of before the meeting can be adjourned. There shall be twenty (20) members in attendance to constitute a quorum for the transaction of business. Meetings of Coach USA and Grand Island Transit shall be determined by their individual membership.

#### **a. ORDER OF BUSINESS FOR MEETINGS:**

1. Call to order by President

2. Pledge of Allegiance to the Flag
3. Moment of silence for departed members
4. Roll call of officers
5. Reading of minutes of previous meeting
6. Initiation of new members
7. Financial report
8. President's report
9. Grievances
10. Report of officers
11. Old business
12. New Business
13. Adjournment

### **DUTIES OF THE PRESIDENT/BUSINESS AGENT**

**Section 10.** The President/Business Agent shall be the chief executive officer of Local Union 1342 and have general supervision over all its affairs between the Executive Board and membership meetings. It shall be the duty of the President/Business Agent to preside at all meetings of Local Union 1342; to preserve order and enforce the Constitution of the Amalgamated Transit Union and the By-Laws of Local Union 1342; to see that all officers perform their duties and appoint all committees. He/she shall decide all questions of order, subject to an appeal to Local Union 1342. He/she shall have the right to vote in a secret ballot at the same time, and along with other members who cast their ballots. Otherwise, he/she shall have the right to vote only in the case of a tie, when there is a standing or hand vote. He/she shall announce the results of all votes; he/she shall enforce all fines and penalties; he/she shall have the power to call special meetings when requested by one third (1/3) or more members in writing or by his/her own request. He/she shall sign all orders on the treasury for such money as shall, by the Constitution and General Laws Section 13.5 and Local Union 1342's By-Laws or by a vote of the membership be ordered paid. The President/Business Agent and/or an executive officer of Local Union 1342 designated by the President/Business Agent and approved by the Executive Board shall sign all checks and drafts on bank and shall perform such other duties as the Constitution and General Laws and Local Union 1342's By-Laws may require. He/she shall have the authority to call on the Vice President and/or any other officer of Local Union 1342 to assist him/her. He/she shall be a delegate to all conventions and meetings by virtue of his/her office. The base salary of the President/Business Agent shall be re-calculated each time the Metro Operators receive a salary increase, with such increases being by a percentage bearing to the operators maximum hourly rate increase.

The President/Business Agent shall receive the following:

- a. Paid medical, dental, and eye care insurance with the same options afforded employees covered by the collective bargaining agreement of N.F.T. METRO SYSTEMS or payment in lieu of same as in Section 20.7.3 (g) of the same agreement.
- b. The President/Business Agent shall be entitled to a lease car of which the monthly payment shall be determined and re-determined by action of the executive board with final approval of the membership of Local Union 1342 not to exceed five hundred (\$500.00) dollars per month. Maintenance, upkeep, and insurance will be provided.

c. Local Union 1342 will provide a Union cell phone for the President/Business Agent and maintenance thereof.

When the President/Business Agent returns to his/her former job, he/she shall receive paid, the same number of sick days he/she is entitled to according to the Collective Bargaining Agreement not to be accumulative. A newly elected President/Business Agent must serve one (1) full year to qualify for a paid vacation for the number of weeks he/she is entitled to according to the Collective Bargaining Agreement not to be accumulative.

d. It shall be the duty of the President/Business Agent or his/her designee, that he/she hold an orientation meeting informing all new employees of their responsibilities and duties to Local Union 1342.

### **DUTIES OF THE VICE PRESIDENT**

**Section 11.** It shall be the duty of the Vice President, in the absence of the President/Business Agent, to preside and to perform all the duties to the Office of the President/Business Agent and to render such assistance as may be required of him/her. In case of a vacancy in the President's Office, he/she shall preside until Local Union 1342 elects a President to fill the vacancy.

### **DUTIES OF THE FINANCIAL SECRETARY/TREASURER**

**Section 12.** The Financial Secretary/Treasurer shall devote his/her entire time to the business of Local Union 1342. He/she shall keep a true and proper account between Local Union 1342 and its members and collect all monies due Local Union 1342, submit a semi-annual statement for the receipts deposited, expenditures and balance and deliver the books to the auditing committee annually for authenticity. He/she shall see that Local Union 1342 is kept in good standing with the International Office; forward all reports to the General Office receiving receipts for the same.

He/she shall make no disbursements without an order from the President/Business Agent. He/she, in the name of Local Union 1342 deposit all money in the bank that Local Union 1342 may select, only to be drawn upon drafts signed jointly by him/herself and the President/Business Agent. He/she shall be bonded in accordance with the International Law and he/she shall be a delegate to all conventions and meetings by virtue of his/her office. The base salary of the Financial Secretary/Treasurer shall be recalculated each time the Metro Operators receive a salary increase, with such increases being buy a percentage bearing to the operators maximum hourly rate increase.

The Financial Secretary/Treasurer shall receive the following:

a. Paid medical, dental, and eye care insurance with the same options afforded employees covered by Collective Bargaining Agreement of N.F.T. METRO SYSTEMS or payment in lieu of same as in Section 20.7.3(g) of the same agreement.

b. The Financial Secretary/Treasurer's car insurance will be paid by Local Union 1342.

When the Financial Secretary/Treasurer returns to his/her former job, he/she shall receive paid the same number of sick days he/she is entitled to according to the Collective Bargaining Agreement not to be accumulative. A newly elected Financial Secretary/Treasurer must serve one (1) full year to qualify for a paid vacation for the number of weeks he/she is entitled to according to the Collective Bargaining Agreement

not to be accumulative.

### **DUTIES OF THE RECORDING SECRETARY**

**Section 13.** The Recording Secretary shall keep a correct account of the minutes and the roll of Officers, act as secretary of the Executive Board and perform such other duties as pertain to his/her office, and deliver to Local Union 1342, at the expiration of his/her term of office, all properties entrusted to his/her care. He/she shall present a copy of the minutes of all meetings to the office of Local Union 1342 for reference within five (5) days after the date of such meeting. He/she shall be a delegate to all conventions by virtue of his/her office.

### **DUTIES OF THE EXECUTIVE BOARD**

**Section 14.** It shall be the duty of the Executive Board to supervise and direct the management of Local Union 1342. They shall constitute the Grievance Committee and shall investigate all disputes and questions between members of Local Union 1342 and the Company and report their findings to regular meetings of Local Union 1342. They shall meet at least once a month. Special meetings may be called by the President Business/Agent when it is deemed necessary. A majority of the Board shall constitute a quorum for the transaction of business. The Officers and the Executive Board of Local Union 1342 shall direct and handle the affairs of Local Union 1342, subject to the laws and rules of Local Union 1342 and in conformity with instruction of Local Union 1342. It shall be their duty, at all times, to report all their acts and doings to the meetings of Local Union 1342 and be subject to and carry out all of the instructions of Local Union 1342. International Officers will be called for to assist Local Union 1342 when cases arise which cannot be adjusted or arbitrated by the Officers and the Executive Board of Local Union 1342. Local Union 1342, when requesting an International Officer for local disputes between members or on questions and grievances arising under agreements with the Company, shall write full particulars of the case to International President. For their faithful performance of duty, each Board Member, also Vice President, Recording Secretary, and Sentinel, shall receive for each Board Meeting, an allowance which shall be recalculated each time the Metro Operators receive a salary increase. Such increases shall be by a percentage bearing to the operators maximum hourly rate increase. They shall be reimbursed for lost time while conducting any other business of Local Union 1342.

b. Executive Board Members, for their faithful performance, shall receive in addition to the board allowance, an on-call allowance of thirty dollars (\$30.00) per month provided they attend the monthly membership meeting.

c. Any Executive Board Member who gives up a full vacation day or regular day off to conduct union business will receive their regular days pay excluding trippers.

### **DUTIES OF THE SENTINEL**

**Section 15.** It shall be the duty of the Sentinel to take charge of the entrance to all regular and special meetings of Local Union 1342 so that no one enters the meeting except members in good standing. Without permission from the Chair, he/she shall keep order in the meetings and carry out the instructions of the Chair and should he/she need

assistance, the Chair shall appoint such members as are necessary to aid in preserving order and carrying out the rules of Local Union 1342. He/she shall report one half hour before regular meetings, or as directed by the President/Business Agent.

### **DUTIES OF THE STEWARD**

**Section 16.** It shall be the duty of the Steward to handle any grievances and to render assistance to Officers of Local Union 1342 as may be required.

a. Stewards, for their faithful performance, shall receive an on-call allowance of thirty (\$30.00) per month provided they attend the monthly membership meeting.

### **CORRESPONDENCE DUTIES**

**Section 17.** It shall be the duty of the President/Business Agent and or the Financial Secretary/Treasurer to report to "In Transit" all news and items of interest affecting Local Union 1342 and the International Union. Financial Secretary/Treasurer will confer with President/Business Agent before submitting to the International office.

### **LOCAL GRIEVANCES**

**Section 18.** A member desiring to submit a grievance to the company must file in writing, the first step with his/her Executive Board Member or Steward who then shall submit a copy to the company and to the Union. After completion of the first step the President/ Business Agent, or his/her designee will take up the grievance with the Company in accordance with the Collective Bargaining Agreement.

In the event the grievance cannot be settled by the President/Business Agent, the grievance will be submitted to the Executive Board of Local Union 1342 for their recommendation as to whether or not to arbitrate the grievance, subject to approval of their decision by the membership.

### **COMMITTEES**

**Section 19.** All committees appointed by the President/Business Agent shall make their report, in writing, to the body that authorized them to act and they shall furnish a copy of the report to Local Union 1342's Officers. No member of Local Union 1342 shall be allowed to constitute themselves as committees. Any member who is asked to conduct Union business on his/her regular day off or vacation day will receive their regular rate of pay excluding trippers.

### **DELEGATES TO CONVENTIONS**

**Section 20.** Delegates by virtue of their office shall be sent to all conventions, meetings, state bodies, and central bodies etc. for a period to continue to the next election of delegates to the A.T.U. Convention.

The President/Business Agent shall by virtue of his/her office be the first convention delegate of Local Union 1342 and the election ballot shall so state. The



Financial Secretary/Treasurer shall by virtue of his/her office be the second convention delegate of Local Union 1342 and the election ballot shall so state. The Recording Secretary shall by virtue of his/her office be the third convention delegate of Local Union 1342 and the election ballot shall so state.

Local Union 1342 will provide A.T.U. Convention Delegates one hundred-twenty five (\$125) dollars per diem when applicable.

a. Conferences may be attended by not more than three Officers of Local Union 1342. First being the President/Business Agent. One position appointed by the President/Business Agent and one position appointed by the Executive Board Members and will be on a rotating basis when possible.

### **MEMBERS' CONDUCT AT MEETINGS**

**Section 21.** Any member wishing to speak shall ask permission of the Chair, giving his/her name and, on being recognized, shall not be interrupted by any other member except on a point of order, until he/she has finished. He/she shall not have the privilege of speaking again on this question until all others who so desire have the opportunity to speak.

### **MEMBERS IN ARREARS**

**Section 22.** Any member of Local Union 1342, while remaining in the service of the Company and accepting the benefits secured to the members of Local Union 1342 as the regular monthly dues and assessments as established by Local Union 1342. A member, allowing him/herself to become delinquent or suspended, shall be required to reinstate themselves by applying to the Financial Secretary/ Treasurer and by paying all back dues and assessments, it being understood, however, that pertaining to his/her benefits as established by the International Union, he/she be governed by section 21.13 to 21.15 of the International Constitution and General Laws.

### **WITHDRAWALS**

**Section 23.** Withdrawal cards will be granted and accepted subjected to Section 28.1 to 28.4 of the International Constitution and General Laws.

### **AMENDMENTS**

**Section 24.** In order to amend, rescind, substitute new By-Laws, or change the By-Laws of Local Union 1342, the proposed change(s) must be submitted in writing and read at two (2) consecutive regular meetings. It is understood that the proposed change(s) when read at the first regular Charter meeting, will be read only and no discussion will take place.

It shall require a YES vote of two thirds (2/3) of the membership in attendance and voting at all of the second unit meetings in Local Union 1342 for adoption.

At least ten (10) days prior to the second regular Charter meeting the proposed change(s) will be posted on all properties and at the second meeting a copy will be provided to each member in attendance.

### **ASSESSMENTS FOR PERB AND NLRB**

**Section 25.** All legal costs incurred with the filing and handling of PERB, NLRB and/or any other court charges shall be automatically assessed among all active and non-members of the Local Union. Each unit will bear their own costs.

### **STATEMENT**

**Section 26.** Three (3) years from the date of the adoption of the By-Laws revised, the President/Business Agent shall appoint a committee to revise the By-Laws for their determination as to what changes, if any, are to be made. Every subsequent three (3) years an appointment of this "committee to revise" shall be mandatory.

Submitted to the membership by the By-Laws Committee at the Charter Meeting on July 11, 2012.

Vincent G. Crehan  
President/Business Agent

Charles H Sikora  
Financial Secretary/Treasurer

Jeff Richardson  
Chairman – By-Laws Committee

Randy Hahn.  
By-Laws Committee

Dennis Smith  
By-Laws Committee