

CONSTITUTION
And
BYLAWS

AMALGAMATED TRANSIT UNION
LOCAL 825

MEMBER NEW JERSEY STATE COUNCIL

NOVEMBER 2009

Preamble of Local No. 825

We, the Amalgamated Transit Union, Local 825, Oradell, NJ, this Day and Date, in order to secure and defend our rights, advance our interest as working people, 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 blessing of friendship, equality and truth, do obtain and establish this Constitution and these Laws for the Government of said Association.

(In the matter of consistency the words (his) (him) are to be construed as to include the female and male gender.)

LOCAL BYLAWS

As members of the Amalgamated Transit Union,
Local 825:

I in the presence of God and the Members of this Association, do solemnly promise and pledge (without reservation or evasion) to support the Constitution and Laws of this 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 Association 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 allow Political matters to interfere with my duties to his Association. I will not reveal any of the private business to anyone not entitled to know the same. I will not slander or abuse the officers or members, and will report to the authorized officers or to the meeting of this Association, any false or slanderous stories that may be circulated to injure 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 Association until I have exhausted all means of redress provided by its Laws. I will be respectful in word and action to every person and be considerate to the widow and orphan, the weak and the defenseless, and never discriminate against anyone because of creed, color or nationality; 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.

This obligation I take upon my honor.

.....(Obligated
Member - Sign full name here)

ARTICLE A OFFICERS/OFFICE

SECTION 1

The Elected officers of Local 825 will consist of the following:

- A. President-Business Agent
- B. Vice-President
- C. Financial Secretary-Treasurer
- D. Recording Secretary
- E. (2) Shop Stewards (Operations Dept.)
- F. (1) Shop Delegate (Mechanical)
- G. (1) Shop Steward elected by the Mechanical Department only.

ARTICLE B DUTIES OF OFFICE

- 1- By virtue of their office, The President-Business Agent (B/A) and the Secretary Treasurer shall be delegates to all International Conventions and State Conferences. Also at elections an alternate Delegate to the International Convention only will be placed on the ballot. By virtue of the office, the Vice President will become the first Alternate to the State Council Board. The recording Secretary will be a Second Alternate.
- 2- Rotation between offices of the State Council Board will be permitted at the President-Business Agent's discretion.

- 3- The President-Business Agent shall receive a salary based on the prevailing top operator's rate. He shall be paid fifty-three (53) hours per week straight time. He shall receive all holiday pay same as operator's at eight hours per day. He shall have the right to ask for an increase in salary. An increase in salary must be approved by the Local Executive Board and a 51% vote of members at a regular meeting of the Local.
- 4- The President-Business Agent will be reimbursed his co-pay for his Blue Cross/Blue Shield, Dental, Life Insurance, and 15% of his car insurance.
- 5- The President-Business Agent will be entitled to as many weeks' vacation as he would be in his regular position with the Company. He may not carry his vacation over from year to year and he shall not collect more than fifty-two (52) weeks in one year, January to December.
- 6- The President-Business Agent in the event of a lengthy illness will be paid his full salary for the first thirteen (13) weeks of his disability, and the prevailing rate per week under the contract for the next thirteen (13) weeks, and should he still be disabled after twenty-six (26) weeks, the Executive Board will make a decision on further benefits, and such, with approval of the membership.
- 7- After vacating his office for any reason whatsoever the President-Business Agent will not be entitled to any monetary remuneration from the Local without written approval of the Full Executive Board.

- 8- Mileage will be paid at the same rate used by the International Union for all union business with private auto. All mileage and toll receipts will be paid upon presentation to Executive Board. Mileage from home to garage will not be considered union business.
- 9- The officers of the Local shall have the right to put any important question that may come up in the Local to a referendum vote by all members of the Local.
- 10- The Union will purchase a credit card to be used by the President-Business Agent for union business, with out of pocket expenses also reimbursed.

ARTICLE C EXECUTIVE BOARD

- 1- The Executive Board of this Local shall be composed as follows: Presidents-Business Agent; Vice-President; Financial Secretary-Treasurer; Recording Secretary; and Executive Board members which will include: Two (2) Shop Stewards from the operations and One (1) Shop Delegate from Mechanical elected by all members.
- 2- The Executive Board or any committees shall convene at the call of the President-Business Agent, but such calls must be accompanied with a time and place of the meeting. The majority of Executive Board and all standing committees may convene at will, or at the call of their respective chairman.
- 3- To temporarily fill a vacancy due to illness or injury to any member on the Executive Board will be determined by the Executive Board with exception of the President-Business Agent. The Vice-President will assume duties of the President-Business Agent as needed.

- 4- Presidents salary will be stated hi Article B, Section 3. The other Executive Board members and officers will be paid Two Hundred (\$200) dollars per month, with the exception of the Financial Secretary/Treasurer who shall receive a salary of one (1) day, ten (10) hours per week at prevailing operator's rate.
- 5- In the notified absence of the President-Business Agent, the Vice-President will be compensated fifteen (\$15) dollars per day for performance of the President's duties, if beyond his job description.
- 6- After reviewing a member's discharge, the Executive Board has the sole authority to process arbitration.
- 7- The Executive Board will decide to entertain grievances of any members and they vote on it solely.
- 8- Meeting of the Executive Board will prevail if no Quorum for Union Meeting is present.

ARTICLE D

- 1- Ten (10) members in good standing shall constitute a Quorum at the regular meeting. The meeting will be called to order promptly at 11:00 AM and 8:00 PM with a motion from the floor.
- 2- The regular meeting of the Local will be held on the Fourth Friday of each month. The meeting is to start promptly at 11:00 AM and 8:00 PM.
- 3- The state meeting of this Local shall be known as regular, executive and special. At all special meetings, all questions that cannot be settled by oral vote, may be decided by a secret ballot if approved by the Executive Board.

- 4- Special meetings can be called if there are questions calling for a vote of the entire membership, such as agreements, disputes or other questions of like importance. The President-Business Agent shall call a special meeting when requested by a signed petition of one-third (1/3) of the membership. No business shall be transacted at a special meeting except that set forth in the call. Proper notices stating that reason, time and place will be posted. Except for unusual circumstances, a reasonable time (no less than 36 hours) will be provided before the meeting is called to order.

ARTICLE E DUES/FEES

- 1- The initiation fee shall be three-hundred (\$300) dollars for all employees joining Local 825. This fee must be paid in ninety (90) days.
- 2- All Union dues for Local 825 will be two (2) hours pay per month at the top operator's rate, cap limit.
- 3- All dues, except check off and initiation fees, must be paid to the Financial Secretary-Treasurer are payable on the first day of the month and must be paid by the fifteenth (15) of each month. If not paid by the last day of the month members will be suspended from work. All dues, initiation fees, or partial payments of dues or initiation fees collected by the Shop Steward or in case of emergency any other Executive Board member, must be turned over to the Financial Secretary-Treasurer and duly recorded at the earliest opportunity.
- 4- If a member is out sick for thirty (30) consecutive days or more, the union will pay his per capita tax. Upon returning to work the member has thirty (30) days to pay his per capita taxes and union dues, if any. Extensions may be granted only by the Executive Board.

- 5- When any members) of this Local pursues his legal right of arbitration, the members) will pay full union dues every month as long as the members) case is pending.
- 6- All dues and initiation fees of the Local 825 shall be determined by the General membership to keep the Treasury financially sound. Dues shall not be refunded under any circumstances.

ARTICLE F ELECTIONS

- 1- In the event a candidate is elected to the office of President-Business Agent for the first time, and in the event that he received from the Company a vacation check at the beginning of his leave of absence from his first year in office, he will not be entitled to any remuneration from the Local. In the event of an emergency and he forgoes his vacation and performs his duties as President-Business Agent he will be entitled to collect his full wage.
- 2- When an Election of Local Division Officers is held, any candidate shall have the right to have an observer at the polls at his expense at the counting of the Ballots.
- 3- In elections of President-Business Agent, Financial Secretary, Vice President, Recording Secretary and Executive Board members, a majority of all votes cast shall be necessary to elect. In the event that there are more than two (2) candidates nominated for any office listed above, the candidate with plurality votes wins. (In the matter of Shop Stewards the two top candidates with top majority votes will be the two top winners.)

- 4- All officers, when resigning, withdrawing or at the expiration of their terms, shall turn their books and/or papers pertaining to their office over to their successors or to the Recording Secretary within ten (10) days.
- 5- Notice of nominations shall be posted on all bulletin boards at least seven (7) days prior to the nomination meeting. The nominations of all officers of the Local will be opened and closed on the night designated for nominations. Possibilities of other officers' openings, will also open and close at the same meeting.
- 6- The President-Business Agent upon approval of the Executive Board shall appoint members of the Election Board.
- 7- All Election Board Members will be paid their current hourly rate for ten (10) hours.
- 8- Members nominated for office who are not present at the nomination meeting must notify the President-Business Agent or Recording Secretary in written notice within seven (7) days, if they decline to run.
- 9- No campaign material will be passed out or displayed on company property on Election Day. Furthermore, no candidate for office will solicit for him, or distribute or have distributed for him, any endorsement from anyone other than a member in good standing of Local 825 A.T.U.
- 10- All nominees shall have attended six (6) regular meetings each year during the twenty-four (24) months prior to and including the nominating meeting, except in cases of long term illness (more than sixty (60) days).

- 11- All officers, delegates to the Joint Conference Board and Mechanical Shop Stewards shall be elected for three (3) years each term. Elections will be held on or before December 25th in the year that their terms expire. Voting polls will be open from 8:00 A.M to 6:00 P.M.
- 12- Ballots of the election shall be printed with numbered stubs and names of candidates inserted upon the ballots in alphabetical order. All members shall go to the polls and vote in person; no proxies shall be allowed. None but the Elections Board and members voting shall be permitted in the polls. All candidates shall remain twenty-five (25) feet from the polls. Voting machines may be used if desired by the Local.
- 13- When the polls have closed after the election, all ballots must be counted and tabulated in duplicate, in public, at the place where voted. One (1) copy of the tabulation must be posted on the bulletin board at the garage or shop where counted. The other copy of the tabulation must be placed in the ballot box with the ballots. The box must then be sealed and given to the President-Business Agent and/or Vice-President or Financial Secretary-Treasurer immediately.

ARTICLE G PICK/ASSIGNMENTS

- 1- Any member who gives up his assignment without Union permission to work in a salaried position shall lose his assignment for the duration of the pick and will be placed on the bottom of the Extra Board. His run will be posted for bid immediately. Also that member will be requested to appear before the Executive Board and be faced with possible suspension from membership.

- 2- Upon notification of a bump the Operator has twenty-four (24) hours to pick or the Operator will be put on the Extra Board. All bumps shall go into effect on the first day of the payroll week (Saturday) after the bump has been completed.
- 3- Any member of the Local Union who bids on any field salary position with the Company, after thirty (30) days will lose Garage Seniority from day one of the field salary job.

EXCEPTION: Any position posted as temporary. When the member comes back, he shall use the bump-off system with his seniority, provided that he has reported to the Union every thirty (30) days that he is still on a temporary basis. The President-Business Agent must check with the Company reports of members who are on these temporary positions.

- 4- No member shall be permitted to change his "assignment" without permission from the Union.
- 5- When an Operator is scheduled to pick on a general pick and is available, but refuses to pick in turn, he shall be passed without the right to bump (being available shall mean being in the garage and have at least fifteen (15) minutes before his assignment is scheduled to start work). If he must go to work and there are Operators to pick before him but it is reasonably obvious that the pick will reach him before he pulls in for his assignment, he will leave a choice of at least four (4) pieces of work. If these four choices are picked, he will pick immediately on pulling in. If a member's day to pick will fall on his day off, he will leave at least four (4) pieces that he has a reasonable chance of getting based upon seniority. If they are picked the union will make every effort to contact the operator before picking for him.

6- If a member is out on Sick Disability or vacation it will be the responsibility of the member to stay in contact with the Shop Steward/Delegate. Failure to do so will allow the Shop Steward/Delegate to pick for the member and will forfeit the right to bump. Bumping under certain circumstances cannot be eliminated. If a member gets sick after the General Pick has been put into effect, his work will be picked up by the Extra Board for fourteen (14) days after which the pieces of work will be posted and bid on, by seniority for sick hold-down. Upon returning to work he/she will get the work back and whoever picked the work will be placed at the bottom of the Extra Board List.

6a.- Picks/Assignments
Sick Hold-downs

Any operator, who bids on sick hold-down and receives the bid, cannot be bumped off this piece of work, in the event a bump should arise during the General Pick.

EXCEPTION: Only operators whose work was put up for Sick Hold-Down bid, upon returning, will pick up their work, and those who bid hi on Sick Hold-Down will return to the bottom of the Extra Board.

- 7- Any member who comes back driving from a salaried position must wait until the current pick is over or if he wishes to come back during a pick, he will not be entitled to start a bump. He will go to the bottom of the Extra Board until that pick is over.
- 8- All bids will be posted on Monday and close on Thursday, at 12:00 P.M. The assignments will be picked up on the Saturday following the closing of the bid.

- 9- Members bidding off vacation relief will pick up his work on the Saturday following the closing of the bid. His piece of work that he picked on vacation relief will go to the Extra Board for the following week. Members bidding onto vacation relief will work his piece or work until he can pick on vacation relief, whereupon his piece will go up for bid.
- 10- When a member returns from sick leave, vacation or from any other absence and he has the right to bump, he will notify the Union within forty-eight (48) hours of his intention to bump. The forty-eight (48) hour period is to begin at 12:01 A.M. of the day after he reports for work. At the expiration of this period he will forfeit his right to bump.
- 11- If the Company hires new/full time operators after the completion of the General Pick or after the pick goes into effect there will be a **Mini-Pick** initiated and completed in a reasonable and timely manner.

HOLIDAY PICK

- 1- Must be completed within two (2) weeks.
- 2- No bump on Holiday Pick- NONE.
- 3- If operator is out sick/vacation and has prior knowledge of the pick being posted he has the responsibility to pick in turn.
- 4- If not available to pick on a working Holiday, Shop Steward will pick work for that day, and no member will have the right to bump.

ARTICLE H

UNION/ASSIGNMENTS

- 1 - When members are off their regular work for the purpose of working for the Union, they shall be paid expenses equivalent to ten (10) hours straight time at their prevailing rate.
- 2- All matters not specifically covered by these By-Laws or the International Constitution and By-Laws shall be governed by the Robert's Rule of Order.

ARTICLE I GRIEVANCES

- 1- All grievances must take the proper steps:

1st- reported to the Shop Steward 2nd-
to the President-Business Agent 3rd- to
the Local Executive Board 4th- to the
General Membership 5th- to the State
Conference Board 6th- to Appeal to
International Office

ARTICLE J MECHANICAL DEPARTMENT

- 1- When a member of the Mechanical Department is scheduled to pick on a General Pick or Vacation Pick and fails to pick by designated day and time, he will be passed. When he decides to pick, he will work on vacation weeks that are left open.
- 2- Two (2) general picks per year.
- 3- A person can pick a shift in his classification that starts two (2) hours before or after his or her regular shift starts (Holiday only).

- 4- When a special union meeting is called, all representatives requested (asked) to be there will be reimbursed for the time lost. Both Operation and Mechanical with Executive Board's approval.
- 5- Weekly overtime will begin on Saturday and end on Friday.
- 6- Overtime will be awarded on a full rotation by seniority.
- 7- If a member works overtime on their day off, he/she will go to the bottom of rotation as worked.
- 8- If a member refuses to work on their day off, he/she will STILL be back in regular rotation.
- 9- If a member refuses overtime during normal work schedule, he/she will fall to the bottom of the overtime list.
- 10- If a member works three (3) hours or more and/or works three (3) hours or more out of rotation, he/she will go to the bottom of the overtime list, if he/she works through their lunch it will be three and one half (3-1/2) hours.
- 11- If a member calls out sick, he/she will fall in regular rotation, where they were on that day of calling out sick.
- 12- Cleaner overtime will be awarded by seniority. If refused and exhausted, service persons will be asked next in seniority order. If refused and exhausted it will go to Repairmen and Mechanics.
- 13- Service persons overtime will be awarded by seniority. If refused and exhausted it will go to the Mechanics and Repairmen.

- 14- Repairperson or Mechanics overtime will be awarded by company seniority.
- 15- Maintenance persons will be awarded overtime on the buildings and grounds. If refused, repairpersons and mechanics will be awarded that overtime in order of company seniority.
- 16- All vacation/sick relievers must pick their work by Wednesday for the following week. Failure to do so he/she will be placed by the union.
- 17- All holiday picks must be finalized seventy-two (72) hours before the holiday.

BY LAW COMMITTEE MEMBERS

ChairpersonMIKE MEANY

Secretary..... MKEPERRONE

Assistant Secretary EDDIE BARBOZA

Committee Members ANTHONY SPERO

RAY RAMA

EXECUTIVE BOARD COMMITTEE

President-Business Agent..... RICHARD STARK

Vice-President STEVEN ROSENBERG

Recording Secretary SONIA CALDWELL

Financial Secretary/Treasurer REGINALD LANE

Shop Stewards Opert..... RETHENNA GOODWIN

ALFONSO SANTIAGO

Mechanical Dept. Delegate...TERRENCE DOSSANTOS