



Amalgamated Transit Union

Local 1505

Bylaws

Revised 2015

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Article One

1-1 Name:

This organization shall be known as the Amalgamated Transit Union Local 1505.

Article Two

2-1 Objects and Principles

The objects of this Local shall be to secure and defend the rights of its members, and safeguard their interests as workers.

It shall be the duty and obligation of the members organized in the Local to continually strive to improve their wages and working conditions, reduce the hours of labour and insure an equality of treatment to all in accordance with the rights of seniority decided by the Local and the Union.

To promote the well being of its members through the development of welfare policies, to provide for aid in sickness and in old age and to give assistance to each other in time of distress. To encourage brotherly/sisterly co-operation among its members in order to ensure peace and harmony, and to develop a spirit of loyalty to each other. To promote brotherly/sisterly concern and assistance to fellow trade unionists in all matters that furthers the cause of labour, and to aid in the development of trade union organization among the unorganized workers.

It shall be the guiding principal of our Local that no workers shall be excluded from membership in the Local because of race, creed, colour, nationality, political beliefs, religion, sex, sexual orientation, age, or disability consistent with democratic principles and the Constitution and General Laws of the Amalgamated Transit Union.

In all matters the will of the majority shall prevail;

Article Three

3-1 Qualification for Membership

Qualification for membership shall be in compliance with Section 21 of the International Constitution and General Laws.

3-2 Admission of Members

Application of a candidate for membership in this Local shall be subject to Section 21 of the International Constitution and General Laws.

3-3 Leave of Absence

Members on leave of absence from the job shall maintain themselves in good standing by paying dues and assessments directly to the Local office. Members who while on leave-of-absence, who take up other employment without having received prior permission from the Local, will be deemed to have severed their

employment with the contracting employer and will be removed from the list of active members together with loss of seniority rights.

3-4 General Discipline and Duties of Members

- (a) It shall be the duty of each member to regularly attend the meetings of the Local and to assist the officers in the discharge of their duties by strictly adhering to his/her obligation and by obeying the Constitution and Bylaws of the Local.
- (b) No member shall injure the interest of a fellow worker by undermining him/her in a place of work, wages, or through any wilful act whereby the reputation or employment of any member may be injured. It is the duty of all members to comply with the Respectful Workplace Policy.
- (c) All members other than the proper officers of the Local are forbidden to constitute Committees to adjust grievances or to do business of any kind affecting the Local unless authorized by the Local.
- (d) Any member unnecessarily interrupting or retarding the business of any meeting of the Local, who is disrespectful or makes an allegation which is unfounded against another member or officer, shall at the discretion of the Chairperson or his/her designate be subject to expulsion from the meeting and not permitted to return to that session.
The member shall be subject to discipline by the Executive Board, if after full investigation it has been deemed appropriate. The member making false allegations shall be required to make a public apology of the Local's bulletin board or newsletter or both. Failing this, other sanctions may be taken. A repetition of the offence shall be subject to any penalty the Local may deem appropriate. Robert's Rules of Order shall stand at all Local meetings.
- (e) Members of the Union, in good standing, and covered by the classifications, as governed by the Collective Agreement, shall be permitted to vote in any matter whatsoever, and shall be permitted to attend any meetings of this Local.
- (f) Any member holding an elective position of any kind in the Local wishing to resign, must submit his/her resignation, one regular meeting previous to it's being acted upon, when, if the Executive Board and Auditors report his/her accounts correct, his/her resignation may be accepted, providing no charges whatsoever have been laid against him/her.
- (g) No member shall solicit or ask for assistance or contributions of any kind, or shall hold fund raising events of any kind in the name of the Local without its consent, or shall induce the public to believe by any kind of misrepresentation that they represent this Local in fact or word.
- (h) No officer or member of Local 1505 shall use his/her office or membership in the Local in such a manner as to bring discredit upon the organization, nor shall he/she speak on, publish, or cause to be published any matter in the name of the Local without the consent of the membership.
- (i) Any member who may be intoxicated or guilty of rowdy and/or disorderly conduct at a meeting of the Local may be requested to leave by the presiding officer. Refusal to do so, will subject the member to whatever discipline the Local may decide.
- (j) It shall be the duty of every member to sustain the officers in the discharge of their duties.
- (k) No officer, representative, or member of Local 1505, under the authority of the Local, or attending to their duties as assigned as per the By-Laws, will not and shall not use such time, to carry out or attend to non related Union business or functions. Exceptions to be at the discretion of the President Business Agent or his/her designate.

Article Four

4-1 Officers

The officers of the Local shall be:

President Business Agent (full time)

Executive Vice President (full time)

Financial Secretary Treasurer (full time)

Assistant Business Agent Maintenance

Assistant Business Agent Operations

Recording Secretary

All officers, with the exception of the Assistant Business Agents, shall be nominated and elected by the membership at large.

The Assistant Business Agent Maintenance shall be nominated and elected by maintenance members. The Assistant Business Agent Operations shall be nominated and elected by operations members.

4-2 Executive Board

In addition to the officers named in Article 4-1, the Executive Board shall consist of:

2	Executive Board members	Maintenance
2	Executive Board members	Operations
1	Executive Board Member	Brandon

Members of the Executive Board representing maintenance members shall be nominated and elected by maintenance members. Members of the Executive Board representing operations members shall be nominated and elected by operations members.

NOTE: For the purpose of these by-laws, operations members shall be those employed in the operations and treasury departments, maintenance shall be those employed in all other classifications. Brandon members are operations only.

4-3 Duties of Officers and Office Hours

The general hours of the office shall be 08:00-16:00, Monday to Friday inclusive, Excluding statutory holidays. *The hours of the office can be modified by the Executive as required and the membership will be notified of the changes.* The hours of the officers are as defined in the by-laws, with adjustment for excessive time worked.

(a) **President Business Agent:**

The President Business Agent is the chief executive officer. It shall be the duty of the President Business Agent to familiarize himself/herself with the business of the Local and to preside at all meetings of the local and the Executive Board, to preserve order and enforce the Constitution and the local by-laws, to see that all officers and executive board members perform their respective duties and to appoint all committees not otherwise provided for. He/She shall be a member ex-officio of all committees. He/She shall decide all questions of order, subject to an appeal to the membership. He/She shall have the right to vote only in the case of a tie, when he/she shall cast the deciding vote and he/she shall announce the results of all votes taken. He/She shall enforce all fines and penalties. He/She shall call special meetings when required to do so by at least fifty (50) members.

He/She shall sign all orders on the treasury for such money as shall, by the Constitution and Local Bylaws, or by vote of the Local be ordered paid; sign all cheques and drafts on the bank and perform such other duties as the constitution and Local Bylaws require. He/She shall carry out the instructions of the Executive Board and work in conjunction with the executive in supervising and managing the affairs of the local. His/Her office hours shall be forty (40) hours/week, Monday to Friday inclusive. He/She shall receive a vacation in accordance with his/her seniority and classification of the current collective agreement. He/She shall appoint duties to members of the executive board as he/she deems necessary. At the expiration of his/her term of office, he/she shall deliver to the local all property entrusted to his/her care.

He/She shall be allotted an annual expense account of one thousand (\$1,000.00) dollars, January 1st to December 31st, for the purpose of promoting and extending the goodwill of the Local. The expense account shall be accessible, or the PBA, may pay for such expenses out of pocket, and retaining all receipts, present them to the Financial Secretary Treasurer for reimbursement. Receipts and records to be retained by the Local.

He/She shall see that all officers and executive board members perform their respective duties and shall authorize all lost time/hours of work for officers, executive board or other members to carry out their L.U. duties. All officers, executive board, and other members on business for the Local shall consult with the President Business Agent prior to and/or after taking action on behalf of the membership.

(b) **Executive Vice President**

It shall be the duty of the Executive Vice President to assist the President Business Agent. In the absence of the President Business Agent, on "non-union" related matters, the Executive Vice President will assume the duties of the President Business Agent. The hours of work of the Executive Vice President shall be under the direction of the President Business Agent and shall be forty (40) hours/week.

(c) **Financial Secretary Treasurer**

It shall be the duty of the Financial Secretary Treasurer to keep a true and proper account of the membership of the local, collect all monies due and deposit same in the bank designated by the local, only to be drawn upon by draft of cheques signed jointly by the authorized officers. He/She shall make no disbursements without authorization of the President Business Agent. He/She shall,

when authorized by the local and attested to by the President Business Agent, invest such monies as may be in excess of the amount required for current expenditures, in bonds, securities or interest bearing accounts. Such investments shall be in the name of, and remain the property of the local. He/She shall obtain proper receipts for all payments and report to the meetings of the local the amounts collected and expended, and the balances on hand each month. He/She shall prepare a statement of receipts, expenditures, deposits, investments and balances and deliver his books to the auditing committee for audit, semi-annually, or when ordered by the local. He/She shall give a bond in such amounts as may be determined by the local.

He/She shall be allotted a working fund of fifty (\$50.00) dollars for the payments of incidental office expenses and emergencies only, and a record shall be kept of how the money is expended.

The Financial Secretary Treasurer's office hours shall be Monday to Friday inclusive. The hours of the Financial Secretary Treasurer shall be under the direction of the President Business Agent and shall be forty (40) hours/week.

(d) Assistant Business Agents

It shall be the duty of the Assistant Business Agents to monitor the day to day operation of their jurisdiction, maintain contact with the President Business Agent and make a report at the monthly Executive Board meetings.

(e) Recording Secretary

The Recording Secretary shall keep *an accurate* account of the meetings of the Local and of the Executive Board. He/She shall carry out the duties, as assigned by the President Business Agent and Executive Board. At the expiration of his/her term of office, he/she shall deliver to the Local all property entrusted to his/her care. The local minutes book is to stay in the office. Payment for time needed to complete the transposition of the minutes beyond regular hours worked may be authorized by the President Business Agent as per the constitution. *The minutes of the Local union meetings shall be placed into the minutes book within 7 days of the meeting. This timeline can be extended by the President.* In the event the Recording Secretary is absent for any reason, the President Business Agent may assign the duty to another officer or executive board member.

(f) Local Records

Officers of the Local are instructed to preserve, in a safe place all past and current financial, membership, meeting and other important records of the Local, and are not to be disposed of in any manner whatsoever. Failure to do this will be considered a dereliction of duty, to be dealt with by the membership.

The President Business Agent, Executive Vice President and Financial Secretary Treasurer will be in possession of all keys pertaining to union affairs and Union office files, desks, lockers, etc, and in the absence of either officer the keys will be turned over to the acting officer.

Brandon records for the current year and one previous calendar year are to be securely stored by the Brandon Committee. All other records are to be stored at the Winnipeg Local.

(g) Full-Time Officers on call

In the event of an emergency, a full-time officer(s) will be available at all times through the use of cell phones provided by the members. When the Local's office is closed, the phone will be forwarded to the on-call full-time officer. The schedule for on-call will be determined by the full-time officers. In the event the full-time officers are away as delegates an authorized person shall be left with the on-call responsibility.

4-4 Duties of the Executive Board

The Executive Board shall direct and conduct the affairs of the Local in conformity with these bylaws and the Constitution of the Amalgamated Transit Union. Such Board shall carry out the instructions of the Local and investigate all grievances and complaints of the members.

The Board shall appoint a Grievance Committee, who shall take up with the employer, with a view to adjustment, all disputes arising between the employer and the members of the Local. It shall pass upon all bills presented to the Local for payment. It shall meet regularly, prior to the meetings of the Local at a time agreed upon. Special board meetings shall be held at the call of the President Business Agent.

Should a member of the Executive Board absent himself/herself from more than two (2) consecutive meetings of the Board without furnishing an explanation satisfactory to the membership, his/her seat will be forfeited and declared vacant.

The Executive Board, on authorization of the Local, shall be empowered to engage such office help as may be required and subject to approval of the Local, fix the wages, hours and conditions of work as may be in accordance with accepted local trade union standards.

4-5 Salaries of Officers and Executive Board Members

This section speaks to regular salaries of Officers and Board Members and will not apply to Section 8

- (a) The President Business Agent will receive an hourly rate equal to the top rate in the collective agreement +15%. Future increases will be based on the same percentage or flat rate increases as the general membership receives, plus other contract wage increments that may apply.
- (b) As of January 1st, 2008, the Executive Vice President will receive an hourly rate equal to the top rate in the collective agreement +10%. Future increases will be equivalent to the monetary amount that is received by the President Business Agent.
- (c) As of January 1st, 2008, the Financial Secretary Treasurer will receive an hourly rate equal to the top rate in the collective agreement +5%. Future increases will be equivalent to the monetary amount that is received by the President Business Agent.
- (d) Other officers and executive board members attending to executive board business on the authority of the Union office shall be paid three (\$3.00) dollars above their regular hourly rate for time lost or time worked.
- (e) Members other than Officers or Executive Board members attending to Union business on the authority of the Union office will be paid the equivalent of what he/she would have earned had he/she been at work. Members of the Executive Board attending to Union business on the authority of the Union office will be paid their executive board rate for time worked.
- (f) The Local is responsible for the payment and maintenance of its proportional share of any and all benefits listed in the general articles (ex: long service pay, licence payment, pension, medical,

dental, vision, etc.) that are associated with the members seniority and not to be associated with benefits that are either operations or maintenance specific only. Further that, for all newly elected full time officers as of January 1st, 2008, if any benefits are partially paid by the City of Winnipeg, the Union is responsible to make up the difference only between what the city pays and what the benefit would have been paid by the Local in its entirety. ***The wage rate used to determine sick leave cash out calculations shall be the last rate earned when leaving office, or the classification rate earned on the last day worked, whichever is greater.***

4-6 Travel Allowance

A member, as authorized by the President Business Agent or his/her designate, to attend to business of the Local, will be reimbursed travel expenses at the rate per kilometer as determined by the Canada Revenue Agency (CRA) on January 1st of each year, or as is reasonably changed by Canada Revenue Agency (CRA).

Article Five

5-1 Nominations and Elections

Nominations will be received for the offices of President Business Agent, Executive Vice President, Financial Secretary Treasurer, Recording Secretary, two (2) Assistant Business Agents (one operations and one maintenance), and four (4) Executive Board Members (two operations and two maintenance), elected concurrently for a three year term.

Nominations and elections will be conducted on the following basis:

Nominations will be received in the month of November at the regular monthly meeting of the local. Elections for the offices will take place in the month of December.

Should it be found impossible to conduct and complete the nominations of officers at the regular meeting held in the month of November, as above provided, then in such event the nomination shall be carried over to some date prior to the regular meeting held in the month of December, such date to be affixed by the Local.

A member to be eligible for office must have been a member in continuous good standing of his/her Local Union the two years next preceding the day of the nomination meeting. Members shall have attended six (6) regular meetings each year during the twenty four (24) months prior to and including the nomination meeting, except in the case of a member being confined on account of sickness or injury (the duration of which would have prevented him/her from attending the required number of meetings). ***All candidate nominations will require a nomination form to be filled out by the nominator, seconder and nominee at the nomination meeting for the purpose of recordkeeping.*** In the event a nominee is absent from the meeting, such nomination shall not be entertained without written consent of the nominee. ***The written consent can be considered as valid for the purpose of completing this form.***

The election shall be held ***during the week of*** the first operating personnel payday in December, as the case may be, unless a period of less than seven (7) days has elapsed between the date on which nominations were completed and the election ***was scheduled to conclude***, in which event, the operating ***pay week*** following shall be the ***week*** of election.

The nomination meetings shall elect a sufficient number of scrutineers who themselves are not candidates, who shall distribute, collect and count all ballots and see that the election is honourably conducted. ***Should it be found that the number of scrutineers is no longer sufficient during the elected term; the President can authorize the use of retired members in good standing to fulfill the needs to conduct the vote.*** Upon completion of the counting, the scrutineers shall report the results of the election. Copies of the report shall be posted at the places of work and the Local office.

The President business Agent shall have posted, notices of the meetings at which nominations shall be received, not less than seven (7) days prior to the meetings. No less than four (4) days prior to the election, there shall be posted on the bulletin boards, at the places of work and the union office, a list of candidates competing for election, together with a photograph and a brief biography (biography relating to work experience and educational background) of each candidate and shall be listed in alphabetical order (last name governing). The photograph shall be of a uniform size, paid for by the Local and the studio selected by the Local. Biography shall not exceed the space allotted on a standard biography format form provided to each candidate by the Local.

There shall be no election committee formed, or literature distributed on behalf of any candidate running for any office.

Elections shall be by secret ballot. All ballots for the election shall be printed with the name of each candidate in alphabetical order. The election shall be held at the places of work and at the offices of the Local, and the polls shall remain open during such hours as shall permit each and every member of the Local an opportunity to cast their vote. When there is but one candidate for the office, the candidate shall be declared elected.

5-2 Directions for Voting

All ballots ***must be marked with a clear indication of the voter's choice*** in the designated area on the ballot.

5-3 Direction to Scrutineers

Under the Canadian Voting System where two or more members are nominated for an office, the voter shall vote for only one. The member receiving the most votes shall be declared elected. Where two or more offices are to be filled, such as a member of the Executive Board each office shall be contested separately. The Chief Scrutineer shall be appointed by the President Business Agent or his/her designate.

As it is the responsibility of the Financial Secretary Treasurer (FST) to oversee all voting and election procedures. If the FST position is contested during an election, the ballot box located in the union office will be attended to by a separate duly elected scrutineer.

5-4 Installation of Officers

Newly elected officers shall assume the duties of their offices on the first of January, irrespective of their installation date. In the event of an office becoming vacant, nominations shall be called for at the first regular meeting, and the election shall be held at the regular monthly meeting unless the membership rules otherwise.

The President Business Agent may appoint a past officer to install officers in their proper places at the Local meetings. The retiring officers shall see that their successors are duly placed in charge of their duties before the former shall be entitled to retire from their duties.

No member of the local shall be permitted to hold an office or place on the Executive Board unless they are fully paid up in dues. A member on leave of absence upon returning to work will be considered to be in good standing, provided his/her union dues are paid up for the length of time he/she has been on leave of absence.

In order to provide for a smooth and efficient transition period, governing the positions of President Business Agent, Executive Vice President and Financial Secretary Treasurer, that the two (2) weeks preceding the installation meeting, shall be used as a training period for the incoming officers to familiarize themselves with their duties, *the outgoing officers and officers elect shall be paid at the rate of the position they are assuming or vacating*

Article Six

6-1 Meetings

The Local shall meet regularly once each month at such places as designated by the Local. There shall be a morning session, commencing at 10 a.m. and an evening session, commencing at 7:30 p.m. The morning and evening sessions shall constitute one meeting. The morning meeting shall be known as the charter meeting.

- (a) In Winnipeg, twenty (20) members, including the President Business Agent and Executive, shall cumulatively constitute a quorum at both sessions for the transaction of business.
- (b) Brandon Committee shall constitute a quorum with six (6) members in attendance.

Voting and the establishment of a quorum at such meetings shall be cumulative. The charter meeting shall be held regardless of the number of members present, and all actions of that meeting shall be reported to and acted upon by the subsequent sessions. If the total attendance at all sessions does not constitute a quorum, then the business conducted at the charter meeting shall be considered null and void. However, in the event no quorum is achieved, all actions of the Executive Board, which would have been reported to the membership, shall become final and binding upon the Local Union without further action by the membership. Any action taken or motion initiated at any session other than the charter meeting, whether or not a quorum is present, shall be referred to the next monthly meeting for initial action. In the event of no quorum at the regular evening meeting being achieved, the Executive Board may hold an “informational” meeting with the members in attendance to advise them what the results of the Executive Board were. As covered by the Constitution and General Laws of the International however, no further action may be taken by the membership with regards to matters brought up at that Executive Board meeting.

- (c) At the time of adjournment, the attendance sheets shall be closed, and whether or not there was a quorum, those members present will receive a meeting credit.
- (d) Should the regular meeting day of the Local fall on a holiday, or for any good and sufficient reason it is not possible to adhere to the regular meeting date, the Executive shall be empowered to set another date for the meeting, providing that seven (7) days notice is given to the membership, of the change in date.
- (e) Any member who leaves the meeting before adjournment without sufficient cause or assent being given by the presiding officer will not be credited with attendance for the meeting. Any member

who arrives late or leaves early shall have at least attended the meeting for a period of not less than thirty (30) minutes, unless due to illness or regular work assignments.

- (f) The morning meeting shall stand adjourned at 1 p.m. and the evening meeting at 10:30 p.m. A motion to extend the time shall have the support of two-thirds (2/3) of the members present, at the time the vote is taken.
- (g) A special or mass meeting may be called by a majority vote of any regular meeting of the Local or under special circumstances by the Executive Board. A special or mass meeting may also be called on written application to the Executive Board by no less than fifty (50) members. Notice of special or mass meetings shall be posted at least three (3) previous to the meeting, except that the time may be varied during contract negotiations or at a time of extreme necessity. All notices regarding special or mass meetings shall state the business of the meeting unless deemed inadvisable.
- (h) Not less than fifty (50) or a majority of members in any department wishing to hold a meeting to discuss matters affecting their department shall notify the President Business Agent, who shall in conjunction with the union stewards of such department, appoint a time and place for such meeting. The members of the executive shall be notified and be eligible to attend. Any recommendations made or conclusions arrived at shall be subject to the approval of the Local before becoming effective.
- (i) Any motion presented at the morning session of any meeting shall be brought before the evening session and should an amendment be made thereto, said amendment will carry only if the vote in favour of the amendment exceeds the vote on the motion at both sessions.
- (j) A member who is unable to attend a monthly union meeting due to his/her work shift, illness or injury may apply to the Executive Board in writing within fourteen (14) days after the meeting for a meeting credit. The Executive Board, at their discretion, may give consideration to any request for meeting credits which have been submitted and special consideration may be given to any such requests, including those which have been submitted after the 14 day limit, and may approve any such requests.
- (k) When a special or mass meeting is called the time of those meetings shall coincide with those of the regular monthly meetings.

6-2 Order of Business

1. Call to order
2. Report of new members and deletions
3. Reading of minutes
4. Financial report and audit
5. Notice of motion
6. Correspondence
7. Executive Board report
8. President Business Agent report
9. Executive Vice President report
10. Financial Secretary Treasurer report
11. Unfinished business
12. New business
13. Standing Committee reports
14. Special Committee reports
15. Good and Welfare
16. Nominations and Elections

- 17. Installation of Officers
- 18. Adjournment

6-3 Rules of Order

- (a) The President Business Agent or in his/her absence, the Executive Vice President shall take the chair at the time specified for regular or special meetings.
- (b) The chairperson shall be privileged to debate upon all subjects by calling an Assistant Business Agent or any member to the chair.
- (c) The President Business Agent shall decide all conflicts of authority between officers, except when he/she is a party to the conflict, when the Local shall decide.
- (d) Any member speaking shall rise and respectfully address the chair. He/She shall confine himself/herself to the question and avoid personalities.
- (e) No motion shall be debated upon until stated from the chair; it shall be in writing, at the request of two members, or of the Secretary, or of the presiding officer.
- (f) No motion to amend the minutes shall be admissible unless some err of fact be contained therein.
- (g) All communication shall be filed without vote unless other action is ordered.
- (h) When two or more members shall rise to speak at the same time, the presiding officer shall decide who shall speak first.
- (i) If any member, while speaking, shall be called to order, he/she shall resume his/her seat until it is determined whether or not he/she is in order, and if found out of order he/she shall not be permitted to proceed unless by a vote of the Local.
- (j) No absent member shall be appointed to any committee unless he/she has indicated in writing his/her willingness to serve nor shall it be compulsory for any member to serve on any two committees at the same time.
- (k) When the reading of any matter is called for and the same is objected to by any member, it shall be determined by a vote of the members present.
- (l) No member shall speak more than once on the same question, except the mover and seconder of a resolution, whom may speak twice. A maximum of three (3) minutes will be allotted, with time being adjusted at the discretion of the chairperson.
- (m) A member speaking in the a.m. meeting shall be considered as having spoken once on the question and, unless the mover and seconder of a motion shall not be permitted to speak on the question at the p.m. session until all other have spoken.
- (n) A majority vote shall decide all questions except as provided for in the Constitution and General Laws.
- (o) No business shall be transacted at a special meeting except that for which the meeting has been called.
- (p) When a motion or resolution is once moved, seconded and stated by the presiding officer, it belongs to the Local and cannot be withdrawn unless the mover desires to modify it, or substitute another or withdraw it from consideration, then he/she may be permitted to do so by motion to that effect, made and passed by a majority of the members present.
- (q) No motion or proposition on a subject differing from that under consideration shall be admitted under colour of amendment.
- (r) When a question is before the Local, no motion shall be received, except: (1) to adjourn; (2) to lay on the table; (3) for the previous question; (4) postpone definitely; (5) refer; (6) amend; (7) postpone indefinitely; these motions have precedence in that order they stand arranged. The following privilege questions are not debateable, and have precedence in the order they stand arranged: (1) to

adjourn; (2) to lay on the table; (3) for the previous question; (4) to leave matter pending a question; (5) to reconsider; (6) to refer to Executive Board. All questions of order arising after a motion is made for the previous question shall be in order except: (1) when a member is speaking; (2) when a vote is being taken, and (3) when a motion to adjourn has been navigated.

- (s) The previous question shall be put thus: "Are you ready for the Question?" and until it is decided it shall preclude all amendments and all further debate. It shall only be admitted when demanded by two-thirds (2/3) of the members present.
- (t) Question shall be put in this form: "All in favour shall signify by saying 'AYE'" and after the affirmative vote is expressed, "All opposed say 'NO'", or the vote may be expressed by a show of hands, affirmative and negative.
- (u) If the chairman is in doubt, or division is called for, the meeting shall divide; those in the affirmative of the question shall first rise from the seats and after, those in the negative; when the Secretary will count the members as they vote and report to the chairman, who shall announce the result.
- (v) Should any difficulty arise on a point of order during a division, the presiding officer shall dispose of it by a pre-emptory decision, such decision afterwards being subject to correction.
- (w) No religious matter shall be discussed under any pretext whatsoever. In the event of any appeal against the ruling of the chair, and the appeal is sustained by that session, the meeting shall proceed with the consideration of the question under discussion, pending final disposal of the appeal.

Any point not covered in the foregoing rules will be governed by Roberts' Rules of Order; Revised.

6-4 Changes in Working Conditions

In all matters affecting the members as a whole or of a group where it is desired to vary or change an existing practice, such as sign-ups, vacations, etc; and such a change does not conflict with the Constitution and General Laws of the union. Such desired changes shall be dealt with in the following manner.

A Notice of motion shall be presented at a regular meeting of the Local and such motion shall be tabled until the following regular meeting when it shall be lifted from the table and presented by the chairman to be debated and decided upon. It shall require two-thirds (2/3) affirmative vote of those voting to effect a change.

No less than seven (7) days prior to the monthly meeting at which a Notice of Motion concerning such matters as referred to above is to be dealt with. Copies of the motion on which Notice has been given shall be posted on the bulletin boards at the places of work and the Union Office.

Article Seven

7-1 Initiation Fees

Effective Jan 1, 2016 The initiation fees payable by new members joining the Local following the adoption of these by-laws shall be **twenty five (\$25.00) dollars and can be increased annually should fees from the International cause this fee to be cost negative**, except that the fee shall be set at two (\$2.00) dollars of other unions, where the Local has reciprocal agreement in acceptance of Local members on a similar basis.

7-2 Dues

- (a) The monthly dues of the Local for active members shall be *1.5% of that member's regular gross earnings* per pay period. The monthly dues of the Local for active members shall be *1.5% of that member's regular gross earnings* per pay period, but shall be at least the minimum dues as set out in the International Constitution and General Laws.
- (b) Effective on January 1, 1990 the dues of retired members desiring to retain membership in the Local Union, shall be as stipulated in the International Constitution and General Laws, and shall be the sum of two (\$2.00) dollars per month for any pensioned member retired prior to January 1, 1993, and four (\$4.00) dollars per month for any pensioned member transferred to pension status on or after January 1, 1993.
- (c) The dues of members, who leave the service and who wish to retain their membership in the Union, shall be as provided for in the Constitution and General Laws of the A.T.U.
- (d) All members of this Local shall pay regular monthly dues and assessments as established by the Local.

7-3 Assessments

- (a) Special assessments may be levied by taking the following procedure. A Notice of Motion shall be presented at a regular meeting of the Local stating the purpose of the assessment and the amount. Notices shall be posted on the bulletin boards at least seven (7) days prior to the next regular or special meeting when the assessment is to be dealt with, setting forth the details of the proposed assessment. It shall require a two-thirds (2/3) majority of the members voting at the meeting to approve an assessment. Action on assessments may be taken at any two consecutive meetings, regular or special.
- (b) All questions of whether or not to arbitrate grievances or disputes arising under a local union agreement shall be submitted to a decision of the Local union. If the Local union submits to arbitration, the Local shall proceed to arbitration in accordance with the terms of the Collective Agreement, and the costs of such arbitration shall automatically be assessed on a per capita basis among all affected active members of the Local union. Each assessment must be supported by proper vouchers and receipts. Retirees and members on disability, and active members of the Local union not employed under the Collective Agreements shall not be subject to assessment. Assessments under this section shall constitute dues owed to the Local by each active member affected and shall be collected by the Local without authorization of, or action by the membership of the Local. This per capita assessment will also apply to legal fees and court costs incurred by the Local for any questions or disputes not covered by the Collective Agreement.
- (c) A member allowing himself/herself to become suspended shall be required to reinstate himself/herself by applying to the Financial Secretary Treasurer and paying all back dues and assessments as defined in the International Constitution.
- (d) A member in arrears is not entitled to any benefits or the protection of the Local in any manner what-so-ever.
- (e) All monies received by the Local for initiations, dues, fines and assessments, or from any other source, shall at once become and remain property of the Local.
- (f) Withdrawal cards will be issued on request and subject to the provisions of the International Constitution and General Laws.

7-4 Assistance

- (a) Requests for financial assistance will only be considered, either to the maximum of five hundred (\$500.00) dollars or the equivalent costs of special needs, and if approved will only be granted on a one time basis annually (Jan 1st-Dec 31st), and excludes appeals for strike assistance.
- (b) Members in receipt of wages or wage make-up pay, and have his/her Local dues deducted by the employer, shall not be entitled to have those dues refunded in any manner.
- (c) The Local may provide comfort for the sick and needy, flowers for bereaved families. A gift as deemed appropriate will be supplied to the sick and needy once during their illness, and if they have been off sick in excess of two weeks, at the discretion of the office this can be adjusted.

Article Eight

8-1 Delegates to Conventions, Seminars and Schools

- (a) The President Business Agent, Executive Vice President, Financial Secretary Treasurer, Assistant Business Agents, Recording Secretary and Executive board members in that order shall, by virtue of their office, be the first delegates considered to attend all conventions and conferences to which the Local sends delegates. Other than full time officers of the Local, additional delegates will be on a rotating basis, alternating between operations and maintenance. *At the discretion of the President in consultation with the other full time officers* the Local office *may* be attended by at least one (1) Executive Board member *during their absence*.
- (b) The selection of any additional delegates shall represent both operations and maintenance sections on a rotating basis. Where possible a maintenance alternate will replace a maintenance delegate, and an operations alternate will replace an operations delegate. In the event that no alternate delegates have been named, the Executive Board shall be empowered to name necessary alternate delegates.
- (c) Notwithstanding the foregoing, additional delegates in order to be eligible to attend conventions, seminars or schools on behalf of Local 1505, must be members of Local committees or delegates to other affiliated labour bodies where Local 1505 has members acting on behalf of this Local.
- (d) For conventions seminars and schools held within the City of Winnipeg, a per diem of thirty (\$30.00) dollars will be allowed to each delegate.
- (e) For conventions, seminars or schools held outside the City of Winnipeg where board and room has been prepaid, a per diem of forty (\$40.00) dollars plus travel expenses will be allowed to each delegate. Where board and room has not been prepaid, a per diem of one hundred (\$100.00) dollars, plus travel expenses, and cost of single accommodation will be allowed to each delegate. The per diem for day trips outside the City but inside the province will be established at fifty (\$50.00) dollars per day.

Full time officers and Executive Board members shall be paid at their executive board rate when attending training, seminars, schools and conventions. All other delegates attending training, seminars, schools and conventions will be paid at their regular work rate.

Actual expenditures for ground transportation to and from airports, train or bus stations, plus fares for taxis used for union business may be claimed.

The Financial Secretary Treasurer shall purchase tickets for the appropriate mode of transportation at the most economical rate available at the time of purchase. Any cost associated with cancelation or changes to these tickets that is beyond the control of the individual(s), shall be borne by the Local. A delegate choosing an

alternate mode of transportation shall be reimbursed actual expenses not to exceed the cost of the most economical airfare available to the Local.

Delegates, other than full time officers, will be paid at their regular hourly rate regardless of their position in the union. In the event the function is held in the United States, the accommodation and per diem allowance will be paid in U.S. funds.

Referring motions for conventions, seminars, and schools to express full costs or will only be paid costs in the motion. E.g.: if time worked is intended and not included in the motion then only lost time would be paid for wages. The term “in accordance with the bylaws” will be taken to mean all costs (per diem, registration, travel costs, ground transportation, accommodation and lost wages) will be paid.

8-2 Delegate Reports

Delegates attending to conventions, seminars and schools as a representative of the Local will be required to provide to the Executive Board, a written report. The report criteria will be provided by the Local office. The report must be submitted to the Executive prior to the conclusion of the first Executive Board meeting following the event attended. These reports will be filed with the Local and can be drawn upon in the future for any reason.

Article Nine

9-1 Trials, Appeals and Grievances

Trials, appeals and grievances will be conducted in accordance with the Constitution and General Laws of the ATU.

Article Ten

All committees governed by this article (with the exception of the Workplace Safety and Health committee(s), as they are governed by the provincial legislation), shall carry out their duties as directed in their respective sections, as outlined and covered under the bylaws, and shall report all recommendations or matters to the Executive Board, who if deemed appropriate shall present those findings or ruling to the membership for concurrence or rejection.

10-1 Negotiation Committee

The committee shall consist of the three (3) full time officers and three (3) Executive Board members of the Local. The full-time officers shall have the authority to add any member it deems necessary to this committee. The committee shall report all of its findings and recommendations to the Executive Board and Local for decision.

Brandon negotiation committee shall be as per the Brandon Collective Agreement.

10-2 Grievance Committee

The committee shall consist of the President Business Agent, Executive Vice President, Recording Secretary, Chief Union Steward and the Assistant Business Agent of either operations or maintenance section (depending on the origin of the grievance). The committee shall report all of its actions to the Executive Board and the Local. Authority must be received from the Local before submitting any grievance to arbitration. The

President Business Agent in consultation with the full time officers shall have the authority to decide who is required to attend a grievance or arbitration hearing.

10-3 Workplace Safety and Health Committee

The Local shall elect or appoint two (2) Safety committees comprised of:

- One (1) Operations Safety Committee
- One (1) Maintenance safety Committee

Each committee shall conform to the guidelines established in the Manitoba Workplace Safety and Health Act.

The chairperson(s), who shall be elected from within the appropriate committee, shall report directly to the President Business Agent (or designate) prior to making any decision* or agreements which could have a direct effect on the members working conditions or rights as outlined in Section 6-4 of the Local union bylaws.

**If an issue is not governed by the Workplace Safety and Health Act, the chairperson(s) shall confer with the President Business Agent (or designate) to determine direction.*

10-4 Union Stewards Committee

The Local shall accept a sufficient number of Union Stewards necessary to ensure that the work of the Local in receiving and handling grievances and complaints will be carried out with a maximum of dispatch. All union stewards having completed the necessary requirements will be provided with a distinctive badge and will be instructed on the Constitution, bylaws and collective agreement. They shall keep in touch with the Chief Union Steward and Union Office in order that they will be able to carry out their duties in the most efficient manner. The Chief Union Steward will be selected from within the union steward system and report monthly to the Executive Board.

The union steward committee having local authority as a committee shall govern themselves with the objective of creating a better working relationship between Management and the Local Union. Any union steward who discredits the Local union or hinders this committee's objectives will be dealt with by the committee.

The stewards committee will be allowed an annual budget of twenty five hundred (\$2500.00) dollars to allow the stewards to send members to any education they deem appropriate. This budget must be used in a fair manner and in conjunction with the requirements as per the Local bylaws for persons to attend educational courses. This budget must be voted on and passed by the stewards at a regular stewards committee meeting. This fund is for education only and can be challenged by the stewards or the President Business Agent if they feel it is being used for something other than education.

Each union steward will be provided with a monthly honorarium of fifty (\$50) dollars, provided the following responsibilities are met each month. To be eligible to receive the honorarium the steward must attend the Stewards meeting and Regular Membership meeting for that month. They must also contact the local office in accordance with the Stewards By-Laws and provide a detailed written report of their activities for the month.

10-5 Social Committee

The Local shall accept a sufficient number of members for this committee to function effectively. Committee members will organize and conduct an annual Summer Picnic, Children's Christmas Party and a Retirement Banquet.

As positions become vacant, new members upon application to the Local may be accepted to the committee. The committee shall prepare and submit a full *financial statement, prior to May 1st outlining the total costs incurred to conduct the annual events of the preceding year. The financial affairs of the committee will be under the control of the Local.

**The financial statement shall include all costs of wages; either time worked or lost time.*

The social committee shall make every attempt to make the annual summer picnic and children's Christmas Party self-sufficient on a cost/income basis. If the committee elects to hold the annual events but fails to make the functions run on a no cost basis, the overage shall be derived from the Local's general funds.

10-6 Scholarship Committee

The Local shall appoint a sufficient number of members to administer the ATU 1505 Scholarship Program. The scholarships shall number two (2) and will be a sum of five hundred (\$500.00) dollars each, paid by cheque directly to the college, university or vocational school in this amount. Criteria for the scholarship shall be as follows:

Eligibility:

- 1) Applicants must be either:
 - Applicants must be an ATU 1505 member in good standing or, the child (whether natural or adopted) or stepchild of a member or of a deceased member of ATU 1505 who was in good standing at the time of his/her death. An adopted child or grandchild of a member of ATU 1505 in good standing.
- 2) Applicants must be high school seniors planning to enter college, university or post-secondary/vocational school for the first time following graduation. Or previous high school graduates that have never attended college.
- 3) Scholarships are not available to the following persons:
 - Those who do not intend to work without interruption toward a degree or graduation from technical or vocational school. Those who are attending or have already attended college, technical or vocational college or university. Those who are fully funded for tuition, fees and books from other sources.

10-7 Political Education/Action Committee

There shall be elected each year a Political Education Committee whose responsibility it shall be to apply the policies of the Canadian Labour Congress (CLC), Manitoba Federation of Labour (MFL) and of the Winnipeg Labour Council (WLC), to the work of the Local in respect to Political Education activities.

10-8 Winnipeg Labour Council Committee

Each year the Local shall elect its full quota of delegates and alternates to the WLC as established in the WLC bylaws.

10-9 Audit Committee

The audit committee shall consist of three (3) members, two (2) from the operations section and one (1) from the non-operations section. Effective, with the nominations to be held in November the three (3) members shall be nominated and elected in conjunction with the Local nominations and elections. The term of three years shall coincide with the three year term of the Officers & Executive Board. All terms to commence and expire in conjunction with the Installation Meeting.

In the event an auditor is replaced prior to the expiration of their term, replacement shall be for the balance of the unexpired term, and only under these circumstances the replacement shall be nominated and elected during a monthly meeting.

In the event that no members are nominated from either section, that position shall be appointed by the President Business Agent. In accordance with the International constitution the three elected auditors along with the President Business Agent shall constitute the audit committee and carry out their duties.

10-10 Media Committee

The President Business Agent, Executive Vice President and Financial Secretary Treasurer shall constitute the media committee and shall give such information to the media as they deem advisable, it being further provided that the membership in any meeting, can rule that no official statement shall be given out. Should it be proven that any member, other than the media committee gave out information, said member or members shall be dealt with in a manner decided by the Local.

10-11 Brandon Committee

The Brandon Committee shall consist of a Chairperson, Vice-Chairperson and Recording Secretary/Treasurer. These positions shall be determined by nomination and election by the Brandon membership. This committee reports directly to the President Business Agent. All costs and expenses for this committee will be paid by the Local.

The Chairperson of the Brandon committee will have standing as an executive board member of the Local.

10-12 Confidentiality

Committee members are to keep themselves in good standing. They will not reveal any private business of this Local to anyone not entitled to same. Should any committee member be proven to have broken this confidentiality, that person will be immediately removed from committee service by the Executive Board for a period to be determined by the members and may be subject to other sanctions and penalties.

Article Eleven

11-1 Amendments to Bylaws

In the event it is desired to amend these bylaws, the member shall give written Notice of Motion at a regular monthly meeting of the Local, and the Notice of motion shall be set forth in detail the amendment desired.

The Notice of Motion shall be tabled until the following regular monthly meeting, when it shall be lifted from the table, by the chair and presented to the meeting to be debated and decided upon.

For the purpose of affecting an amendment to the bylaws it shall require a two-thirds (2/3) affirmative vote of the members present voting in favour of the amendment.

Definitions

Local Union: Refers to Amalgamated Transit Union Local 1505.

Member: A worker in good standing within either Winnipeg Transit System or Brandon Transit and working in some capacity eligible for membership as per the working agreements.

Per Diem: Refers to a specific amount of money that the Local allows an individual to spend per day, to cover living and traveling expenses in connection with the Local's business.

Honourarium: A payment made to a person(s) for their services to the Local.

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