



**BYLAWS  
AND  
RULES OF ORDER  
OF  
LOCAL 587  
OF THE AMALGAMATED  
TRANSIT UNION AFL-CIO  
UPDATED, REVISED AND APPROVED  
EFFECTIVE  
June 15, 2022**

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## ARTICLE I

### NAME

This organization shall be known as the Amalgamated Transit Union (ATU), Local 587, AFL-CIO (the Local). Its jurisdiction shall be King, Clallam, Jefferson, and Kitsap counties.

## ARTICLE II

### OBJECT OF BYLAWS

The object of these Bylaws is to lay down rules by which the business of the Local may be conducted in a strictly legal manner.

## ARTICLE III

### OFFICERS

#### Section 1. The Regular Officers of the Local

- (a) President/Business Representative
- (b) Vice President/Assistant Business Representative
- (c) 2<sup>nd</sup> Vice President/Assistant Business Representative - Maintenance
- (d) Financial Secretary/Treasurer
- (e) Recording Secretary/Correspondent to *In Transit*
- (f) Candidates for President/Business Representative, Vice President/Assistant Business Representative, Financial Secretary/Treasurer and Recording Secretary/Correspondent to *In Transit* shall be elected by the membership at large.
- (g) Candidates for 2<sup>nd</sup> Vice President/Assistant Business Representative - Maintenance shall be nominated from and elected by all members within Vehicle Maintenance; Facilities Maintenance; Rail Vehicle Maintenance; Way, Power and Signals, and Streetcar Maintainers as listed in the current labor agreement with King County/Metro.

#### Section 2. Executive Board

- (a) Members of the Executive Board shall be elected from the membership within their respective departments as follows: Eight Transit Operators, from which a representative will be appointed to each operational base; three members from the Vehicle Maintenance Department; one member from the Facilities Maintenance Department; one member from the Supervisors Department; one member from the Rail Operations Section: one member from the Rail Maintenance Section; one member from the Special Classifications; one member from the organized units within King County and outside the King County/Metro bargaining unit; two members from the organized units outside the King County/Metro bargaining unit (one representing Kitsap Transit and one representing Jefferson Transit and Clallam Transit) ; and one Minority

- Affairs Officer from the membership at large.
- (b) Employees in the Transit Operations Department shall consist of the following: Full-Time Transit Operator, Part-Time Transit Operator, the Operations Security Liaison, and Revenue Coordinator working for King County/Metro.
  - (c) Employees in the Vehicle Maintenance Department shall consist of all job classifications listed under Vehicle Maintenance Employees in the current labor agreement with King County/Metro.
  - (d) Employees in the Facilities Maintenance Department shall consist of all job classifications listed under Facilities Maintenance Employees in the current labor agreement with King County/Metro.
  - (e) Employees in the Supervisors Department shall consist of all job classifications listed under Supervisors and Schedule Section in the current labor agreement with King County/Metro.
  - (f) Employees in the Rail Operations Section shall consist of all job classifications listed under the following Articles in the current labor agreement with King County/Metro: Streetcar Operator, Streetcar O&M Supervisor, Link Light Rail Operator, Link Light Rail Supervisor, and Rail Technical Trainer.
  - (g) Employees in the Rail Maintenance Section Shall consist of all job classifications listed under the following Articles in the current labor Agreement with King County/Metro. Streetcar Maintenance Employees, Link Light Rail Vehicle Maintenance Employees; Way, Power and Signals Employees; and Link Light Rail Facilities Employees.
  - (h) Employees in the Special Classifications Department shall consist of all job classifications listed under Customer Information Office Employees, Pass Sales Office Employees and Special Classifications (with the exception of the Operations Security Liaison), in the current labor agreement with King County/Metro.
  - (i) Any member of the Executive Board, who in the future receives a promotion or demotion, must resign from the Executive Board within 60 days, if their new job title does not qualify them for Section 2(a). Vacancies occurring on the Board shall be filled for the un-expired term by a majority vote of the remaining members pending the next regular election. A notice must be posted within five days of the vacancy and remain posted for at least ten days. At the next scheduled meeting of the Executive Board, names submitted for the vacancy will be reviewed and an appointment will be made to take effect at the next Charter membership meeting.
  - (j) If a vacancy occurs for any reason in any of the following elected positions: President/Business Representative, Vice President/Assistant Business Representative, 2<sup>nd</sup> Vice President/Assistant Business Representative-Maintenance, Financial Secretary/Treasurer or Recording Secretary, a special election will be held to fill the unexpired term. The special election will be held in compliance with Article XII of these Bylaws and Section 14 of the Constitution and General Laws of the Amalgamated Transit Union. If a vacancy occurs within 18 months of the normal expiration of the term of office in the position of President/Business Representative, the Vice President/Assistant Business Representative shall preside and perform all duties pertaining to the office of the President until the regular general election is held.

If a vacancy occurs within 18 months of the normal expiration of the term of office in the position of Vice President/Assistant Business Representative, Financial Secretary/Treasurer or Recording Secretary, the Executive Board shall meet prior to the next regular union meeting and select a member of the Executive Board to fill the unexpired term. The appointment must be approved by a majority vote of the members in attendance at the next regular meeting of the Local. If a vacancy occurs within 18 months of the normal expiration of the term of office in the position of 2<sup>nd</sup> Vice President/Assistant Business Representative- Maintenance, the Executive Board shall meet prior to the next regular union meeting and select a member from the Vehicle Maintenance/Facilities Maintenance Executive Board Officers to fill the unexpired term. The appointment must be approved by a majority of the members in attendance at the next regular meeting of the Local.

## ARTICLE IV

### COMMITTEES

#### Section 1. Shop Steward Committee

- (a) Shop Stewards within each bargaining unit shall be elected by the applicable membership in that bargaining unit and shall be known as the Shop Steward Committee. The duties of the Shop Stewards will be outlined and supervised by the Vice President/Assistant Business Representative.
- (b) In the event there are not enough nominees to fill all the Shop Steward positions in any bargaining unit at the time of election, the members nominated will be declared elected unanimously. The President/Business Representative will fill all other vacancies following an election or during any election term by appointment.

#### Section 2. Jefferson Transit Authority (JTA) Shop Stewards

- (a) The JTA bargaining unit shall have one shop steward for every 10 members, or part thereof, to be elected for a one-year term of office. The election will take place in January each year. The time and place will be determined by the Recording Secretary. The election will be decided by a plurality vote.
- (b) Names for the position of Shop Steward shall be placed in nomination under New Business or in writing by emailing the Recording Secretary or placing your name on the nomination announcement sent to the worksites prior to the close of nominations and a vote will be held by a mail out secret ballot. In the case of a tie, a coin toss will determine the winner.

#### Section 3. Clallam Transit (CTS) Shop Stewards

The Clallam Transit bargaining unit shall have one Shop Steward for every 10 members, or part thereof to be elected for a one-year term in office. The ratio of one Shop Steward for every 10 members, or part thereof and at least one Shop Steward

from each Clallam Connect, Maintenance and Fixed Route shall continue as long as Local 587 represents members in each of these three departments and has over 30 members at Clallam Transit. The election will take place in December of each year. The time and place will be determined by the Recording Secretary. The election will be decided by a plurality vote.

#### **Section 4. Solid Ground Transit (SGT) Shop Stewards**

- (a) The SGT bargaining unit shall have one shop steward for every 10 members, or part thereof, to be elected for a one-year term of office.
- (b) The election will take place in September of each year. The time and place will be chosen by the Recording Secretary. The election will be decided by a plurality vote.

#### **Section 5. Kitsap Transit (KT) Shop Stewards**

- a) The KT bargaining unit shall have one (1) Shop Steward for every ten (10) members in each classification with a one-year term of office. Each classification shall have one (1) Chief Shop Steward with a one-year term of office. The nominations will take place at the April membership meeting, conducted under New Business or in writing by emailing the Recording Secretary prior to the close of nominations.
- b) Members nominated for Shop Steward positions in each classification shall be accepted by the nominee. A vote will be held by a mail out secret ballot. The candidates in each classification with the most votes shall serve as their classification' Chief Shop Steward. In case of a tie, a coin toss will determine the winner.

#### **Section 6. King County/Metro (KC/M) Shop Stewards**

- (a) The number of KC/M Shop Stewards shall be one Shop Steward for every 10 members, or part thereof, within their respective departments, as defined in Article III, Section 2(a), at a worksite.
- (b) The Recording Secretary will call for an election of Shop Stewards on or before the effective date of each department's shakeup. Special Classification employees will hold their election every six months to coincide with the Supervisors' election.
- (c) Nominees' names must be submitted to the Union office in writing. Names must be submitted by the nominees themselves.
- (d) The nominations will be open for at least seven calendar days and upon closing, the names of the nominees will be posted on the appropriate Union bulletin boards for at least five calendar days. An election will then be held on the next following payday.
- (e) The top vote-getters equal to the number of positions available will be elected. Ballot boxes will be used and active members may vote only for Shop Stewards in their department or base. In case of a tie, a coin toss will



- determine the winner.
- (f) Those nominees failing to be elected shall serve as alternates. The first alternate will be the nominee with the highest number of votes, but not elected. The second alternate will be the nominee receiving the second highest number of votes, but not elected, etc.
  - (g) Alternates will fill all vacancies during a shakeup, including temporary ones created by vacation, sick leave, etc. when appointed by the Chief Shop Steward.
  - (h) The Chief Shop Steward at each department or base will be elected by the Shop Stewards from among themselves, excluding alternates. The Recording Secretary will accept nominations for the position of Chief Shop Steward for a

period of five days past the election of the Shop Stewards. Nominations may be in writing or by phone. If there are no nominations, the President/Business Representative will appoint a Chief Shop Steward from

the elected Shop Stewards. If there is only one nomination, he/she will be automatically elected.

If there is more than one nomination, the Recording Secretary will hold an election for the position of Chief Shop Steward from among the elected Shop Stewards. Each numbered ballot will contain all nominees' names, and each numbered return envelope will contain the name and the signature of the Shop Steward casting the ballot. In case of a tie, the President/Business Representative will cast the deciding vote. The election results will be posted within ten days of the end of the nomination process.

## **Section 7. Wages and Conditions Committee**

The members of the Wages and Conditions Committee shall consist of the President/Business Representative, Vice President/Assistant Business Representative, 2<sup>nd</sup> Vice President/Assistant Business Representative-Maintenance, Financial Secretary/Treasurer, Recording Secretary and all Executive Board members. A selection shall be made by these members for the Local's negotiating committee. All full-time officers shall be members of the Local's negotiating committee by virtue of their office.

## **ARTICLE V**

### **SALARIES AND COMPENSATIONS**

#### **Section 1. Setting Full-Time Officer Wages**

The Executive Board shall review and adjust the wages for the office of President/Business Representative, Vice President/Assistant Business Representative, 2<sup>nd</sup> Vice President/Assistant Business Representative-Maintenance, Financial Secretary/Treasurer and Recording Secretary at the regular December Executive Board meeting. Any Full-Time Officer receiving a Public Employees Retirement System pension will have his/her Union Officer salary reduced by an amount equal to the amount of pension payment received. This review and adjustment shall take effect

the 1st of January of each year.

**Section 2. Detail Wages**

When the President/Business Representative/designee determines that compensation will be given for committee work, members on committee duty shall receive pay for hours worked at the rate of pay they receive under the prevailing contract for their classification or time loss, whichever is greater. In any event, overtime rate will not be paid until actual hours worked for the Local exceed the member's daily straight time guarantee, unless detailed for his/her entire shift by the President/Business Representative/designee. Members volunteering to work on their regular day off shall be paid straight time for the first eight hours (or applicable shift) and the applicable overtime rate for any hours worked over and above that shift.

**Section 3. Double Dipping**

No member of the Local shall draw pay for two offices at the same time.

**Section 4. Automobile Allowance for Officers**

The Executive Board shall set the automobile allowance for all full-time officers, at which time it deems it necessary for an adjustment to compensate for the use of their automobiles when used in the performance of their duties. This expense covers insurance for the protection of the Local and all other expenses incidental to the operation of automobiles in the performance of their duties.

**Section 5. Officer Vacation**

**(A) Vacation Entitlement**

1. Each full-time Officer shall accrue vacation according to the accrual rate and be subject to applicable maximum biweekly vacation accruals, per Paragraph A.4.
2. The applicable accrual rate for all full-time Officers will be based on years of active, continuous, service with their respective Transit Agency.
3. Active service shall not include unpaid leaves of absence which exceed 30 consecutive calendar days.

4. Vacation Accrual Table

<b>1. Completed Years of Active Service w/Transit Agency</b>	<b>2. Maximum Hours Accrued Per Year</b>	<b>3. Maximum Hours at End of Payroll Year</b>
0-4	80	160
5-9	120	240
10-15	160	320

1. Completed Years of Active Service w/Transit Agency	2. Maximum Hours Accrued Per Year	3. Maximum Hours at End of Payroll Year
16	168	336
17	176	352
18	184	368
19	192	384
20	200	400
21	208	416
22	216	432
23	224	448
24	232	464
25+	240	480

5. Full-time Officers shall receive one half year of their accrual upon taking office on July 1, to cover July 1 to December 31; a full accrual on the first of January 1 to cover January 1 to December 31 of that first full year; a full accrual on the next January 1 to cover the second full year; and one half year of their accrual on the third January 1 to cover the final January 1 to June 30.

6. Each full-time Officer shall be paid for accrued vacation to a maximum of eight hours per day.

7. A full-time Officer, who is receiving Workers' Compensation supplemental benefits for an occupational injury shall not be entitled to receive any vacation pay.

**(B) – Selection of Vacations**

1. Full-time Officers may only take vacation hours they have in the vacation balance at the time of the vacation.

2. The number of vacation hours at the end of the payroll year shall not exceed the maximum hours in Paragraph A.4, Column 3 above.

3. Any vacation that is accrued in excess of the allowable carryover amounts in Paragraph A.4, Column 3 shall be considered “use it or lose it”. This means that any vacation hours in excess of the allowable hours, at the end of the payroll year, shall be forfeited and removed from the full-time Officer’s vacation balance.

**(C) – Vacation Cash Out**

1. A full-time Officer who has accrued more than 80 hours of vacation in a year may elect to cash out a portion of his/her vacation. In April or in November a full-time Officer may elect to cash out a yearly minimum of eight hours up to a yearly

maximum of 60 hours of their current vacation balance.

2. Full-time Officers may only cash out vacation available in their vacation balance for use at the time of the cash out.

**(D) – Vacation Pay Upon Termination**

Upon a full-time Officer's leaving office, retirement, or death, s/he shall be paid for all accrued hours remaining in his/her vacation balance.

**(E) – Scheduling Vacations**

When a holiday falls within his/her vacation period, such full-time Officer shall use a holiday day in lieu of vacation day.

**Section 6. Repayment of Expenses**

All expenses personally incurred by elected officials, and paid with funds of the Local, must first receive approval of the membership of the Local by vote before reimbursement is made.

**ARTICLE VI**

**DUTIES OF OFFICERS**

**Section 1. President/Business Representative**

- (a) It shall be the duty of the President/Business Representative to preserve order and enforce the Constitution and General Laws, and the Local Bylaws, to see that all officers perform their respective duties and to appoint all committees not otherwise provided for. He/she shall decide all questions of order subject to an appeal by a member of the Local and when a vote results in a tie, he/she shall have the deciding vote. He/she shall announce the result of all votes. He/she shall enforce all fines and penalties. He/she shall sign all checks on the treasury for such monies as shall by the Constitution and General Laws, Bylaws or by a vote of the Local be ordered paid. He/she shall be a member ex officio of all committees and shall have a voice but no vote except in case of a tie, when he/she shall cast the deciding vote. He/she shall be a delegate to the Central Labor Council, State Labor Council and the ATU International Convention by virtue of his/her office.
- (b) It shall be the duties of the President/Business Representative to watch over the general welfare of the Local in all matters pertaining to wages and conditions and make regular reports to the Executive Board and each meeting of the Local.

**Section 2. Vice President/Assistant Business Representative**

- (a) The Vice President/Assistant Business Representative shall assist the President/Business Representative and perform all duties of the Local during his/her absence.

- (b) He/she shall be a voting member of the Executive Board.
- (c) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the ATU International Convention.
- (d) The Shop Steward program shall be under the direction of the Vice President/Assistant Business Representative and the 2<sup>nd</sup> Vice President/Assistant Business Representative.

### **Section 3. 2<sup>nd</sup> Vice President/Assistant Business Representative**

- (a) The 2<sup>nd</sup> Vice President/Assistant Business Representative shall assist the President/Business Representative and Vice President/Assistant Business Representative.
- (b) He/she shall be a voting member of the Executive Board.
- (c) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the ATU International Convention.
- (d) He/she shall be the primary officer responsible to assist the President/Business Representative and Vice President/Assistant Business Representative with management of grievances and arbitrations for members from the classifications in Article III, Section 1(g).
- (e) He/she shall perform other duties as assigned by the President/Business Representative.
- (f) This office shall become effective July 1, 2009.
- (g) The Shop Steward program shall be under the direction of the Vice President/Assistant Business Representative and the 2<sup>nd</sup> Vice President/Assistant Business Representative.

### **Section 4. Financial Secretary/Treasurer**

- (a) The Financial Secretary/Treasurer shall keep all financial accounts of the Local and shall maintain correct and proper accounts of all its members. He/she shall collect all initiation fees, dues, assessments and fines from members of the Local. He/she shall make all disbursements for the Local provided for in the Constitution and General Laws, Bylaws of the Local. He/she shall keep a correct record of all monies received and expended and prepare financial statements by calendar months to be submitted to the next regular membership meeting of the Local.
- (b) He/she shall deposit all funds of the Local in a bank recommended by the Executive Board. He/she shall submit all his/her books and records to the Executive Board for audit and approval whenever called upon to do so. Upon the expiration of his/her term, he/she shall turn over to his/her successor all properties and assets including funds, books and records of the Local. Before turning over such properties and assets to his/her successor, he/she must see to it that such successor is properly bonded.
- (c) He/she shall be required to include in each monthly report the name of all newly initiated or reactivated members. He/she shall also be required to report all members who have withdrawn, died or who have been suspended or expelled including members automatically suspended after two months for delinquency in dues, in no event to exceed two months.

- (d) He/she shall make available the information contained in the above mentioned reports to all members of the Local.
- (e) All withdrawal cards shall be issued by the Financial Secretary/Treasurer.
- (f) The Financial Secretary/Treasurer shall be responsible for the registration of all new applications for membership.
  
- (g) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the ATU International Convention.
  
- (h) In accordance with Section 13.6 of the Constitution and General Laws of the Amalgamated Transit Union, the Financial Secretary/Treasurer shall be granted standing membership approval to make the following disbursements: Officers and staff wages and benefits, reimbursement for time loss or time worked as detailed by the President/Business Representative/designee (as limited by the Executive Board and membership), office supplies and expenses (not to exceed any maximum limits set by the Executive Board and the membership), office rent and parking, any applicable utilities including telephone service, postage, storage costs, insurance, the *News Review*, expense accounts for the President/Business Representative and the Vice President/Assistant Business Representative (as limited by the Executive Board and membership), member file copies, expenses related to grievance hearings, arbitrations, Union meetings, negotiations, all appropriate local, state and federal taxes, attorney fees, auditor fees, death benefits, all per capita and fees, and any other expenses previously approved by the membership.

#### **Section 5. Recording Secretary and Correspondent to *In Transit***

- (a) The Recording Secretary shall keep a correct record of proceedings of the meetings of the Local.
- (b) He/she shall act as secretary to the Executive Board and shall be a voting member of the Executive Board. During Executive Board meetings, he/she shall record by name all votes on applicable motions as voting for the motion, against the motion, or abstaining.
- (c) The Recording Secretary shall keep a strict record of all amendments to these Bylaws.
- (d) The Recording Secretary shall have charge of all elections.
- (e) He/she shall send articles of interest about the Local to *In Transit*, copies of the same to be filed in the Local office.
- (f) The Recording Secretary shall send out all meeting notices as directed by the officers and/or the membership.
- (g) The Recording Secretary shall be responsible for forwarding all bylaw proposals approved by the membership to the International for approval.
- (h) In addition to the duties and responsibilities listed in Article VI, Section 4, paragraphs a-g, it shall be the duty of the Recording Secretary to publish the monthly *587 News Review*; compile a monthly synopsis of the incoming and outgoing communications; keep all seniority lists up-to-date and provide updated lists as required; be responsible for the proper coordination of shakeups as applicable to the position; process and track in-house

complaints; research assignment and vacation change requests; and attend hearings, meetings and perform other tasks as outlined by the President/Business Representative.

- (i) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the ATU International Convention.

### **Section 6. President Pro-Tem**

In the absence of the President/Business Representative, Vice President/Assistant Business Representative, 2<sup>nd</sup> Vice President/Assistant Business Representative-Maintenance, or Financial Secretary/Treasurer, a chairperson shall be selected by the Executive Board members present.

### **Section 7. Executive Board Shall Create a Budget in February**

The Executive Board shall create an annual budget in the month of February. The budget shall include, but shall not be limited to, projected income, projected fixed expenses, projected variable expenses, and projected savings. The budget shall be presented to the membership at the March meetings for comment and review.

## **ARTICLE VII**

### **ENTRANCE REQUIREMENTS TO THE LOCAL**

#### **Section 1. Initiation Fee**

The initiation fee for new members shall be 20 hours at the new member's starting rate of pay (not to exceed the maximum initiation fee established by the Constitution and General Laws of the Amalgamated Transit Union). The initiation fee shall be deducted in four consecutive paydays, except part-time and on-call employees whose initiation fee shall be deducted in eight consecutive paydays.

#### **Section 2. Application Forms**

All employees joining the Local must make applications on forms supplied by the International office and also sign a check-off card.

#### **Section 3. Oath of Obligation**

All candidates for membership, having made the initial payment of the initiation fee and the first month's dues and having completed a two-hour orientation given by the Local (criteria to be determined by the Executive Board) and having been accepted by the membership, shall take the oath of obligation after which they shall be eligible to attend the meetings of the Local and vote at elections.

#### **Section 4. Non-Metro Initiation Fees**

Those members of the Local outside of the King County/Metro bargaining agreement

but employed within King County, Jefferson County, or Clallam County may establish their own initiation fee by a two-third majority vote of the membership in their individual bargaining group, but not less than \$100.

## ARTICLE VIII

### DUES AND ASSESSMENTS

#### Section 1. Dues, Computation and Deduction

The dues for each member of the Local shall be based upon two times the average hourly wage for represented employees in effect on January 1 of each year at each

bargaining unit. (The average hourly wage shall be computed by adding the top hourly wage of the lowest and highest represented job classifications at each bargaining unit and then dividing this figure by two.) Any increase in the dues based on this average hourly wage will be subject to the approval of the membership at the regular January Union meetings.

- (a) The monthly dues shall not include any special assessments as outlined in Section 2.
- (b) The first 50% of the monthly dues shall be taken out of the first paycheck of the month. The remaining 50% of the monthly dues shall be taken out of the second paycheck of the month.
- (c) After the first year of implementation, no increase in union dues shall be considered for any bargaining unit where the average hourly wage increased by less than 1% in the previous calendar year.
- (d) Members hired for a part time position shall only pay the ATU International per capita tax plus the initiation fee until the initiation fee is fully paid. After the initiation fee is paid, these members shall pay the ATU International minimum dues or the dues for their bargaining unit whichever is lower during their first year of membership.
- (e) All increases in the ATU International per capita taxes after June 30, 2014 will be passed on directly to members.
- (f) For properties outside of King County, the job classification used for dues computation will be based on each division.

#### Section 2. Special Assessments

Special assessments may be levied only after first being read at the meetings of the Local. Notice of proposed assessments will be posted at all worksites stating what the assessment is for, the amount and its sponsors. The notice shall also state that a vote will be taken at the next regular meeting of the Local. A two-thirds majority of the votes cast shall be required to pass the assessment if adopted at the regular meetings or by a simple majority of the votes cast if carried to a referendum of the Local.

#### Section 3. Maintenance and Distribution of Local Funeral Benefits



- (a) There is a funeral benefit for members of the Local. The Local is not an insurance society, but a Trade Union, organized and established to promote wages, hours of labor and to protect working conditions and better the environment of the workers it represents in the state of Washington. It is clearly understood by the membership of the Local and those who may become members in the future that this benefit is set up exclusively for members of the

Local. Those leaving the occupation for any cause other than retirement or total disability suffered on the job, unless s/he previously had left the occupation for

one of these acceptable reasons, shall not be entitled to this benefit under these laws.

- (b) For payment to be received under paragraph (e), such member must have been in good standing with the organization and must have all dues, fines and assessments paid at the time of death.
- (c) Maintenance of the Local funeral benefit fund shall be accomplished by allocating \$.50 per month for every active and/or retired member from the regular monthly Union dues as necessary and as determined by the Financial

Secretary/Treasurer. The Local death benefit fund shall be set at 10% of the total funeral benefit liability (the total membership times the maximum allowable Local funeral benefit).

- (d) Payment of this funeral benefit shall be as follows: in the event of the death of a member after the first year of continuous membership, \$100; in the event of the death of a member after the second year of continuous membership, \$200; in the event of the death of a member after the third year of continuous membership, \$300; thereafter, \$400.
- (e) Payment of the funeral benefit shall be made to the widow or widower of the deceased. There being no surviving widow or widower, payment shall be made to the children of the deceased, share and share alike. There being no surviving children, payment shall be made to the grandchildren of the deceased, share and share alike. There being no grand-children, payment shall be made to the mother or father of the deceased. These and no others, unless provided for in the deceased member's will, shall constitute the beneficiaries under these laws. In case of the death of a member having no beneficiary as prescribed by these laws, no assessment shall be levied for his/her death.
- (f) It is agreed by all parties concerned that these laws provided for and governing this funeral benefit herein prescribed are subject to amendments and change from time to time as are all other rules of the Local and may be increased or abolished at any time by a referendum vote of the Local.

#### **Section 4. Dues Reduction**

Members becoming incapacitated through sickness or injury, or on leave as the primary care giver due to the sickness or injury of a member's spouse/domestic partner or a child, parent, brother, sister, grandparent, or grandchild of a member or spouse/domestic partner, or those members who have been terminated by the employer and who are contesting their termination with the help of the Local or who have

been laid off and are awaiting recall or job placement, may petition the Local to have their dues reduced to the minimum allowable per capita until they return to work.

To be eligible for a dues reduction as outlined above, the members must no longer be receiving a check from the employer. All requests for dues reduction must be submitted to the Financial Secretary/Treasurer in writing.

### **Section 5. Workers Compensation Attorney Fees**

An amount equal to the Workers' Compensation attorney fees paid by the Local in the

previous year shall be added to the grievance arbitration assessment sum, equally divided by the active membership and paid at the time of the assessment. L&I cases may be referred to attorneys only by full-time officers or their designees and must have Executive Board approval for continued referral. Support of such cases will only be for the purpose of keeping claims open unless approved by the Executive Board.

## **ARTICLE IX**

### **DUTIES OF MEMBERS**

#### **Section 1. Discharge of Officer Duties**

It shall be the duty of all members to sustain the officers in the proper discharge of their duties.

#### **Section 2. Private Contracts with Employer**

Any member who shall enter into any agreement or contract with the employing company or its agents will be subject to expulsion from the Local.

#### **Section 3. Running for Public Office**

Any member of the Local desiring to run for public office must appear before the Executive Board, otherwise no financial assistance will be given by the Local.

#### **Section 4. Change of Address**

Any member changing his/her address must notify the Union office within 30 days or be subject to a fine of \$1.00.

## **ARTICLE X**

### **MEETINGS**

#### **Section 1. Time of Charter Meeting**

The regular charter meeting of the Local shall be held on the first Thursday of each month to convene at 8:00 p.m.

**Section 2.** Time of Saturday Meeting

The Saturday meeting shall be held on the Saturday after the first Thursday of each month to convene at 12:00 p.m.

**Section 3.** Time of Wednesday Afternoon Meeting

The Wednesday Afternoon meeting shall be held on the Wednesday after the first Thursday of each month to convene at 3:30 p.m.

**Section 4.** Non-Metro Meeting Times

Each organized unit outside the King County/Metro bargaining unit shall set a time and place for its regular Union meeting, provided that it is held after the regular charter meeting of the Local. All bargaining units within King County shall meet at the regular charter meeting as described in Article X, Section 1 and/or morning meeting as described in Article X, Section 2.

**Section 5.** Quorum and Actions Taken

Including the President, 30 members shall constitute a cumulative quorum for the monthly Union meetings. 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 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 charter meeting for initial action.

**Section 6.** Adjournment Times

Meetings in King County shall be declared adjourned two hours and 30 minutes after convening. Meetings outside King County shall be declared adjourned 90 minutes after convening. It shall require a two-thirds majority vote of the members voting to extend the time.

**Section 7.** Executive Board Meeting Schedule

The Executive Board shall set its own time and date for its regular monthly meeting.

**Section 8.** Executive Board Quorum

A majority of the board, including the President, shall constitute a quorum at any regular meeting of the Executive Board.

## **Section 9. Special Meetings**

The President shall call a special meeting of the Local by a majority vote of the Local, a majority vote of the Executive Board or upon written request of one-third of the membership.

## **Section 10. Special Meetings at Contract Expiration**

In addition, the President/Business Representative shall call a special meeting on the first business/working day after the expiration date of a unit's current labor agreement.

This meeting shall be for the purpose of informing the affected membership of the current status of contract negotiations and to outline and discuss the various alternatives that members have if a contract settlement has not been reached.

## **Section 11. Secret Ballots, Voice Vote and Show of Hands**

Voting on bylaw proposals and arbitration requests shall be by secret ballot. All other questions will be decided by voice or show of hands unless otherwise directed by a majority of those present.

# **ARTICLE XI**

## **RULES OF ORDER**

**Section 1.** The order of business for each meeting shall be as follows and any member wishing to bring a question before the Local shall bring it up under the proper heading.

- (a) Opening of Meeting by President
- (b) Roll Call
- (c) Minutes of Previous Meeting
- (d) Applications for Membership
- (e) Initiation of Candidates
- (f) Communications
- (g) Bills
- (h) Executive Board Report
- (i) Report of Officers
- (j) Report of Standing and Special Committees
- (k) Report of Delegates to Central Labor Council
- (l) Report of Maintenance Employees
- (m) Reports of Special Classification Employees and Supervisors
- (n) Unfinished Business
- (o) New Business and Welfare of the Local
- (p) Nomination of Officers
- (q) Installation of Officers
- (r) Drawing of Pot
- (s) Adjournment

## **Section 2. Addressing the Chair**

Any member who wishes to speak will rise and address the chair. He/she will confine himself/herself to the question before the house and avoid personalities.

## **Section 3. Motions stated by Chair**

No motion shall be debated until stated by the chair.

## **Section 4. Amending the Minutes**

No motion shall be in order to amend the minutes unless some error of fact is contained therein.

## **Section 5. Precedence of Motions**

When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

- (a) To adjourn
- (b) To lay on the table
- (c) For the previous question
- (d) To postpone
- (e) To amend

## **Section 6. Non-Debatable Motions**

The following motions are not debatable:

- (a) To adjourn
- (b) To lay on the table
- (c) To reconsider when question to be reconsidered is not debatable
- (d) For the previous question

## **Section 7. Amendments**

No motion or proposition on a subject other than that under discussion will be admitted under the color of an amendment.

## **Section 8. Withdrawing a Motion**

When a motion has been made, seconded and recognized by the chair, it can only be withdrawn with the consent of the maker and the second.

## **Section 9. Reconsideration of a Motion**

When a motion has been carried, any member voting with the majority may move for reconsideration thereof, but no discussion of the main question shall be allowed when the question to be reconsidered is not debatable.

**Section 10.** Objection to Reading of any Matter

When the reading of any matter is called for and the same is objected to by a member, the reading shall be determined by a majority vote of the Local.

**Section 11.** Limits of Speaking

No person shall speak more than once on the same subject until all members desiring the floor have been heard and not more than twice without the consent of the members present. Each member will be limited to three minutes.

**Section 12.** The President Debating an Issue

The President shall be privileged to debate on all subjects by calling the Vice President or any member to the chair.

**Section 13.** Communications

All communications shall be filed without vote unless other action is ordered.

**Section 14.** Majority Rule

A majority shall decide all questions except as otherwise provided for in the Constitution and General Laws of the Amalgamated Transit Union.

**Section 15.** Failure to Reach Agreement

Any subject on which the regular meeting fails to agree within a reasonable time shall be referred to the Executive Board for a recommendation.

**Section 16.** Religious Matters

No religious matter shall be discussed upon any pretext whatsoever.

**Section 17.** Robert's Rule

Any matters and disputes not covered by these Bylaws shall be decided by Robert's Rules of Order, which is the parliamentary guide for the Local.

**Section 18.** Voting in Multiple Meetings

The President/Business Representative will request all members who voted in the charter meeting to refrain from voting on the same question in the subsequent sessions of the meeting.

**Section 19.** Tabulating Votes

Votes taken at the charter meeting shall be tabulated so that they may be added to the votes taken at the subsequent sessions of the meeting.

## **Section 20. Requests for Funds**

All requests for funds or financial support for individuals, groups, outside organizations, or outside agencies over and above lawful bills/debts incurred by the Local in the normal course of business must be submitted to the Executive Board or the Local 587 COPE Committee, in the event of a request for political contributions, for review and recommendation prior to a vote by the membership on such requests. These requests will be included in the monthly meeting agendas and posted prior to such votes. Any such motion made at a regular membership meeting will be referred to the next monthly charter meeting for action, as set forth above. If the request for funds or financial support is denied by membership vote, the request may not be resubmitted for six months.

## **ARTICLE XII**

### **GENERAL ELECTION - ELECTION OF OFFICERS**

#### **Section 1. Primary System Held in June**

The election of officers for the Local shall be held in the month of June and three years thereafter on or before the 25th day of the month. The regular three-year election of officers for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of March. The primary election shall be held on the third Tuesday in the month of April and the final election on the first Tuesday of the month in June. If a runoff is required, it shall be held on a weekday on or preceding the 25th of June.

#### **Section 2. Record Dates of Primary and Final Elections**

The record dates of the primary and final elections shall be determined by the Election Committee.

#### **Section 3. Election Committee**

There shall be an Election Committee, consisting of three members plus an alternate, reporting to the Recording Secretary. Its duties shall include election security, production and distribution of ballots, voting instructions, voter's pamphlet, and all general administration of the election.

#### **Section 4. Process Compliance**

All elections shall be held in compliance with the Labor Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act of 1959), as amended, the Constitution and General Laws of the Amalgamated Transit Union, and the Bylaws of the Local, in that

order of precedence. Where the Bylaws are found to be in conflict with the Labor Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act of 1959), as amended, or with the Constitution and General Laws of the Amalgamated Transit Union, the Recording Secretary and/or the Election Committee, as appropriate, will post

a notice explaining the conflict and its practical consequences in the accustomed

locations and will draft an amendment to the Bylaws that reconciles the conflict for consideration by the membership.

### **Section 5. Eligibility**

Members to be eligible for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing having paid all initiation fees, dues, and assessments in full.

### **Section 6. Eligibility of Members in Good Standing**

If under Section 5, no member is eligible then all members in good standing will be declared eligible.

### **Section 7. Holding Office in Outside Organization**

No officer of the Local shall hold office in any organization that is in conflict with the Constitution and General Laws of the Amalgamated Transit Union.

### **Section 8. Acceptability of Nominations**

No member's name shall be placed on the ballot unless the member is present and accepts the nomination at the meeting when the member was nominated, or has signified in writing in advance of the nomination a willingness to accept the nomination for the position for which nominated. All written acceptance of any nomination must be received by the Recording Secretary before the close of business on the first Thursday in the month of March. Written acceptance of any nomination is subject to verification by the Election Committee.

### **Section 9. Self Nomination**

Members may self-nominate at any of the meetings of the Local in the month of March. All written self-nominations must be received by the Recording Secretary before the close of business on the first Thursday in the month of March. Written self-nominations are subject to verification by the Election Committee.

### **Section 10. Running for Multiple Offices**

No member can be placed in nomination nor appear on the ballot for more than one position with the understanding that all International delegates are *ex officio* positions attached to offices as described elsewhere in these Bylaws. The acceptance of any nomination



automatically declines all prior nominations. Once a candidate has accepted a nomination and subsequently declines that position, that candidate may not be nominated again for that position in that election cycle. Once a candidate has accepted a nomination, such candidate may not withdraw his/her nomination after the close of nominations in that election cycle.

### **Section 11. Member Making Nomination**

The name of the member making the nomination, who also must be a member in good standing, shall be made a matter of record.

### **Section 12. Approval of Ballots**

All ballots must be submitted by the Recording Secretary and approved by the Executive Board.

### **Section 13. Submissions to the Voters' Pamphlet**

Submissions to the Voter's Pamphlet shall be due in the Union Office by the close of business, on the Monday after the cycle of membership meetings in March.

### **Section 14. Eligibility to Vote**

Members to be eligible to vote for officers at any regular or special election must be members in good standing.

### **Section 15. Materials to be Mailed to Members**

A voter's pamphlet, ballot, voting instructions, and double return envelopes shall be mailed to the last known home address for each member in good standing at least 15 days before the ballots are due back.

### **Section 16. Post Office Box for Ballots**

A Post Office Box shall be rented in the city of Seattle. Balloting shall be by mail with ballots due back in the Post Office Box by the close of business for business reply mail at that Post Office on the day of the election. The ballots shall be picked up from the Post Office Box at the close of business for business reply mail on the day of the election by the Recording Secretary or his/her designee, in the presence of at least one member of the Election Committee and any observers, and returned immediately to be counted in the presence of the membership.

### **Section 17. Counting Ballots**

Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Election Committee in the presence of the membership.

**Section 18. Failed Qualification**

If any officer fails to qualify within three successive meetings, unless prevented by illness, his/her office shall be declared vacant and his/her successor shall be elected.

**Section 19. Special Elections**

Special elections will be conducted pursuant to Article 3, Section 2(i) of these bylaws and Section 14 of the Constitution and General Laws. The resignation requirement “at or before the opening session of the monthly meeting”, as defined in Section 14.10 of the Constitution and General Laws, shall mean the opening session of the Charter meeting. Nominations and special elections dates shall be determined by the Special Election Committee.

**ARTICLE XIII GENERAL**

**ELECTION - ELECTION OF DELEGATES**

**Section 1. Delegate Eligibility**

All full-time officers shall be delegates to the ATU International Convention by virtue of their offices. All other delegates must be members in continuous good standing as defined in Article XII, Section 5.

**Section 2. Dates of Nomination and Election**

The election of delegates for the Local shall be held at least six 6 weeks previous to the Convention. The regular three-year election of delegates shall be by the plurality system. Nominations shall be held at the meetings of the Local and shall be announced in the *News Review* the month preceding nominations and the month of nominations.

**Section 3. Ballots**

Balloting shall be either at the worksites or by mail, as determined by the Executive Board. If voting is to be done by mail, the ballots will be due back in the Post Office Box by the close of business at that Post Office the third Thursday of the month. Ballots shall be mailed out with instructions and double return envelopes at least 15 days before they are due back.

**Section 4. Collecting and Counting Ballots**

The election shall be supervised by the Recording Secretary.

**Section 5. Ballot Approval**

All ballots must be approved by the Executive Board.

### **Section 6. Record of Nominations**

The name of the member making the nomination shall be made a matter of record.

### **Section 7. Acceptability of Nominations**

No member's name shall be placed on the ballot unless the member is present and accepts the nomination at the meeting when the member was nominated, or has signified in writing in advance of the nomination a willingness to accept the nomination. All written acceptance must be received by the Recording Secretary before the close of business on the first Thursday of the month when nominations will be held.

### **Section 8. Self-Nomination**

Members may self-nominate at any of the meetings of the Local in the month nominations are being accepted. All written self-nominations must be received by the Recording Secretary before the close of business on the first Thursday of the month when nominations are being held.

### **Section 9. Requirement of Attendance**

All delegates are required to submit an article of at least 300 words for publishing in the *News Review* within thirty (30) days of attending the ATU International Convention.

## **ARTICLE XIV**

### **CONTRACT RATIFICATION**

#### **Section 1. Recording Secretary Authority**

The Recording Secretary shall have charge of all contract ratification procedures.

#### **Section 2. Executive Board Authority**

The Executive Board will determine the appropriate location or locations and the hours of voting for each contract ratification procedure. They shall also determine the number of tellers to be appointed to each designated voting location.

#### **Section 3. Counting Ballots**

The counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

#### **Section 4. Eligibility to Vote**

Members to be eligible to vote on contract ratification must be members in good standing.

#### **Section 5. Compliance with Constitution and General Laws**

All contract ratification votes shall be held in compliance with the Constitution and General Laws of the Amalgamated Transit Union.

### **Section 6. Tellers**

The tellers' duties shall be to see that the election is conducted in a fair and honest manner. Printed instructions shall be furnished to all tellers.

### **Section 7. Tellers and Ballot Boxes**

It shall be the duty of each teller to see that ballot boxes are sealed when the ratification vote is completed and that each teller writes his/her name across the seal which shall bear the seal of the Local and immediately deliver the ballot box to the location specified for counting the votes where counting will begin when the last polls close.

## **ARTICLE XV**

### **BYLAW AMENDMENTS**

#### **Section 1. Submission of Proposed Amendment**

A proposal to amend these Bylaws shall first be submitted in writing to the Recording Secretary on or before the *News Review* deadline. The Recording Secretary shall then submit the proposed amendment to the Local's Executive Board at their next regularly scheduled meeting and to the membership at the subsequent cycle of membership meetings. The proposed amendment shall then be laid upon the table until the following regular meeting cycle to be voted on. A two-thirds majority of the votes cast shall be required to adopt the amendment.

#### **Section 2. Publication of Proposed Amendment**

All proposed amendments together with the section to be amended shall be published in the *News Review* issue immediately following the Executive Board meeting in which the proposal was submitted. Said proposal shall be published again in the *News Review* issue immediately prior to the meeting at which the vote is to be taken.

#### **Section 3. Record of Amendments**

The Recording Secretary shall keep a strict record of all amendments to these Bylaws.

#### **Section 4. Resubmission**

An amendment or addition to these Bylaws (or words meaning the same), after having been presented to the Local and acted on in the regular manner, shall not be resubmitted within six months unless it has first been resubmitted to the Executive Board, who, by at least a two-thirds majority of votes cast, may resubmit the proposition to the membership.

## **Section 5. Failure to Obtain Quorum**

Once a bylaw proposal is properly published in accordance with these Bylaws, and if the membership fails to obtain a quorum at two consecutive monthly meetings of the Local, the Executive Board shall have the power, unless otherwise restricted by law, to take action on the bylaw proposal by a two-thirds vote of the total membership of the Executive Board to adopt the proposal on behalf of the Local. Such a vote, if taken, will stand as a vote of the membership.