



Amalgamated Transit Union

Local 1587

Bylaws

(Approved September 9, 2020)

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PREAMBLE

It is proposed to promote the success of the Local Union and advance the interests of its members, in conformity with principles and direction of action by the acceptance of these Bylaws, through which discussion is permitted and controlled, and which enable executive action to be kept within legislative authority, while giving the executive the scope necessary for efficient administration.

It is proposed to defend the rights of the members of this Local Union as these rights are, or may be, by law established and to cooperate with all persons charged with the responsibility of the administration of any office, or with officers concerned with the preservation of these rights.

It is proposed further to preserve the rights of individuals and of groups within the Local Union without destroying the integrity of the Local Union.

ARTICLE 1 – CANCELLATION OF BYLAWS

Every bylaw shall remain in effect except those which are specifically changed pursuant to the process laid out in the ATU Constitution and General Laws Section 13.2, Bylaws, or those which are in conflict with the ATU Constitution and General Laws or federal, provincial or local law.

ARTICLE 2 – NAME

This local union shall be known as Local 1587 of the Amalgamated Transit Union.

ARTICLE 3 – DEFINITIONS

In these Bylaws:

Constitution	shall mean the Constitution and General Laws of the Amalgamated Transit Union.
Bylaw	shall mean any one of the Articles that make up these Bylaws.
Local Union	shall mean Local Union 1587 of the Amalgamated Transit Union.
He/She	the words he/she shall mean any member of Local 1587.

It is understood that these Bylaws shall apply equally to all members.

ARTICLE 4 – SUPREMACY OF CONSTITUTION

The Constitution shall at all times, and in every way, have precedence over these Bylaws, and if there be any conflict between the Constitution and the Bylaws, the Constitution shall govern.

ARTICLE 5 – MEMBERSHIP

Membership in this Local Union shall be governed by the rules of membership in the Constitution.

ARTICLE 6 – RIGHTS OF MEMBERS

ARTICLE 6.01 – RETENTION OF MEMBERSHIP, RETIREES

Members retiring on pension from active service with Local Union and who continue in good standing by the payment of per capita as per Section 18.2 (d) of the Constitution will be entitled to the following rights and benefits:

- a) They will have a voice but no vote on any matters affecting the Local Union except that they shall be permitted to vote in the election of all Local Union Officers and Delegates to conventions elected by and from the entire membership of the Local Union but not in the election of any other Officers and Delegates.
- b) They will be entitled to benefits pursuant to the Local Union Bylaws.
- c) If a member retires while in office, he or she will be able to complete his/her term of office but will not be entitled to run for office in the Local Union as a retiree.

ARTICLE 6.02 – ACTIVE MEMBERS

- a) Members leaving the bargaining unit for reasons other than retirement on pension who request to retain their membership in the A.T.U. shall, consistent with Constitution Section 21.14, Others Leaving Service, have the right to become Members at Large in the ATU provided they do not enter employment that is detrimental to the interests of the Local Union or the ATU; and provided however that furloughed members may retain membership in the Local Union for one (1) year from the last day of the month of layoff so long as they meet their obligations to the Local Union and otherwise remain members in good standing.
- b) Any change to vacation bidding procedures for any section shall be by Notice of Motion and be voted on by the members affected as per Constitution Section 13.3, Meetings.
- c) No member shall be allowed to injure the interests of a fellow member by undermining them in place, wages, slanderous remarks, discriminatory practice, harassment or any other wilful act by which the reputation or employment of any member may be injured. This could result in charges being laid by the membership.
- d) Members who accept non-temporary positions, outside the bargaining unit, with the employer in an “non-supervisory” position and retain their membership and remain in good standing with the Local Union by the payment of dues, shall have their seniority rights protected, upon their return to the bargaining unit, as per the terms and conditions contained within the member’s collective agreement. While outside the bargaining unit, they shall have neither voice nor vote in the affairs of the Local Union. It is the member’s responsibility to pay his/her dues to the Local Union.
- e) Employees who hold a temporary position outside of the bargaining unit and have retained their membership and remain in good standing with the union by the payment of dues, shall be permitted to vote in the election of officers and delegates to conventions elected by and from the entire membership of the Local Union but not in the election of any other officers/delegates.

- f) Any employee who holds any elected or appointed position in the Local Union shall not be permitted to apply for any supervisory position (permanent or temporary) including Lead Hand, without first resigning their position in the Local Union.
- g) Any member who holds any elected or appointed position in the Local Union and is found by the Executive Board to be in conflict of interest with the Local Union shall be suspended from holding such position until the conflict of interest is resolved.
- h) Each member shall be entitled to all benefits, rights and privileges of the Local Union by strictly adhering to his/her obligations and by him/her obeying the Constitution and Bylaws. He/she must have been obligated into membership, properly enrolled in the International Union Office and be in possession of a Certificate of Membership.
- i) The Local Union, in accordance with the Constitution, shall deal with the grievances and complaints of members. In no case will a grievance be referred to the International Union until the Local Union has given its final decision.
- j) All business of the Local Union must be strictly private from persons outside the Local Union, unless the Local Union has authorized publication. Persons giving out information contrary to the interests of the Local Union may be subject to charges pursuant to Constitution Section 22.
- k) Any significant changes in seniority regulations shall not be made without a referendum vote.

ARTICLE 6.03 – GRIEVANCE PROCEDURE:

- a) Where a dispute arises between a member and his/her employer, which the member wishes to pursue, the member may adhere to the following procedures in the order of steps as set out below if he or she wishes to be assisted by the Local Union in the adjustment of his or her grievance:
 - i) Member shall take complaint to supervisor.
 - ii) Member shall take complaint to Shop Steward.
 - iii) Shop Steward shall take complaint to appropriate Board Member to establish if the complaint is grievable.
 - iv) Upon completion of the grievance procedure with the assistance of the Local Union, the grievance becomes the property of the Local Union and the Board Member shall take the grievance to the Grievance Committee.
 - v) The decision of the Grievance Committee shall be subject to an appeal pursuant to Article 6.03(b).
- b) If, after the Grievance Committee has decided not to pursue the grievance, and the member wishes to pursue such grievance, he/she shall follow the procedures in the order of the steps outlined below:
 - i) Member shall write or appear before the President/Business Agent within thirty (30) days of written notification from the Local Union and present all reasons as to why his/her grievance should be reconsidered.
 - ii) Member shall appeal to membership at the next General Meeting for recommendation for the Executive Board to review their grievance.
 - iii) Member shall appeal to the International Union as outlined in the Constitution.

ARTICLE 7 – RESPONSIBILITY FOR CHANGE OF ADDRESS

Every member shall be required, by written notice, to keep the Financial Secretary-Treasurer informed of his/her current mailing address.

ARTICLE 8 – DUES

ARTICLE 8.01 – ACTIVE MEMBER BI-WEEKLY DUES

Effective July 1, 2020

Active members dues structures shall be as follows:

- a) Active members' Local Union dues shall be thirty-two dollars and fifty-five cents (\$32.55) and eight cents (.08) per hour.
- b) Any member who, as a result of illness or injury, is not receiving a payroll cheque from the employer; and, where the member maintains a minimum dues payment no less than the per capita tax paid by the Local Union to the International Union and the other organizations the Local Union affiliates with, shall be maintained by the Local Union as a 'member in good standing'.
- c) It is the duty of each member to see that his or her dues are paid to the Local Union.
- d) Local Union dues shall be increased on July 1st of each year by the amount set forth in the Constitution.
- e) Bi-weekly Dues shall be rounded up to the nearest five (.05) cents.

ARTICLE 8.02 – INITIATION FEE

An initiation fee of three hundred dollars (\$300.00) will be charged to all incoming members effective July 1, 2013.

ARTICLE 8.03 – DEFENCE, RETIREMENT AND SOCIAL FUND

The Financial Secretary-Treasurer shall establish a separate account into which semi-annually, in conjunction with the audit, not less than forty dollars (\$40.00) per member will be deposited. The purpose for this account shall be as a Defence, Retirement and Social Fund.

Defence:

Defence costs on behalf of the Local Union.

Retirement:

The Financial-Treasurer shall have the authority to purchase an appropriate gift to be determined by the Local Union for each member so retired.

To recognize any Local Union Member of ten (10) years or more who retire, the cost of the gift not to exceed \$250.00 dollars.

To recognize any Local Union Member of twenty-five (25) years or more who retire, not to exceed \$500.00 dollars.

All gifts shall be in compliance with CRA rules.

Social:

To fund any social events on behalf of the members.

ARTICLE 9 – AUTHORITY FOR THE EMPLOYMENT AND FOR THE PAYMENT OF A PERSON OR PERSONS NOT A MEMBER OR NOT MEMBERS OF THE LOCAL UNION

The Executive Board may authorize the employment of any person or persons, not a member or members of the Local Union, who are needed to advice, or otherwise to facilitate the work of the Local Union, and shall determine the conditions of employment, and the amount to be paid for such services as well as the method of payment. All payments to such individuals shall be reported as part of the monthly financial report to the membership.

ARTICLE 10 – AUTHORITY FOR EMPLOYMENT OF MEMBER OR OF MEMBERS ON BUSINESS OF THE LOCAL UNION

- a) The President/Business Agent may authorize a member or members of the Local Union to perform the work of the Local Union and direct such work.
- b) It is provided further that a member or members engaged in work of the Local Union, which has been authorized, shall be compensated for time lost from his or her regular schedule at his or her then current rate consistent with Article 15.02 of these Bylaws.

ARTICLE 11 – FUNERAL BENEFITS

- a) The Financial Secretary-Treasurer is authorized to spend up to a maximum of one hundred fifty dollars (\$150.00) on flowers at the time of death of a member.
- b) The Local Union shall supplement the International Funeral Benefit with a payment of one thousand dollars (\$1000.00).

ARTICLE 12 – THE AUDIT

The books and documents of the Local Union shall be audited twice annually. These audits shall be performed following the periods ending June 30th and December 31st. The audits shall be performed by a chartered accountant in the Province of Ontario. The selection of this auditor shall rest with the Executive Board. The results of these audits are to be printed and copies are to be made available to the members upon request and mailed to the members upon written request.

ARTICLE 13 – THE LOCAL UNION EXECUTIVE BOARD

- a) The Executive Board shall consist of the President/Business Agent, the Financial Secretary-Treasurer, the Executive Vice-President, and seven (7) Board Members in the following representations:
- two (2) from Bus Operations (one from the East Region and one from West Region)
 - one (1) from Fleet Maintenance
 - one (1) from Office Professional Technical (OFPT)
 - one (1) from Passenger Services
 - one (1) from Plant Maintenance
 - one (1) from Transit Safety
- b) The Executive Board shall meet once a month prior to the Regular General Meeting.
- c) The Executive Board shall constitute the Grievance Committee and shall investigate all disputes and controversies between the members of the Local Union and the management of the company and report their decisions at the regular meeting of the Local Union.
- d) It shall be the responsibility of the Executive Board to ensure that new employees are signed as members of the Local Union, informed of meeting dates and times and are in receipt of a copy of their collective agreement (C.A.), Bylaws, and Constitution in effect at their time of joining.
- e) The Executive Board shall keep up-to-date on all benefits available to members and assist members when necessary in obtaining such benefits.
- f) A majority of the Executive Board, including the President/Business Agent, shall constitute a quorum to conduct business.
- g) To qualify for the honorarium, the Executive Board Members must attend all Executive Board Meetings, General Meetings and up to two (2) Special Meetings called by the President/Business Agent unless otherwise excused by the President/Business Agent.

ARTICLE 14 – DESIGNATION OF OFFICERS AND LOCAL UNION REPRESENTATIVES

ARTICLE 14.01 – THE PRESIDENT/BUSINESS AGENT

- a) Shall preside over all meetings of the Local Union and of the Executive Board. Shall call special meetings of the Local Union when authority to do so has been granted by the Executive Board or upon written request signed by one-third or more of the members of the Local Union.
- b) Shall name the member of every committee for which membership is not otherwise provided and he/she shall be an ex-officio member of every committee.
- c) Shall sign cheques and other negotiable papers, after having assured himself/herself of their accuracy, and of the authority under which such payments are made or obligations incurred.
- d) Shall perform such other duties as are provided for in the Constitution and in these Bylaws.
- e) By virtue of his/her office, he/she shall attend all conventions other than the International Convention and political conventions, shall serve as first delegate, and shall receive his/her

expenses as laid down in the Bylaws; delegates to the International Convention shall be separately elected pursuant to Article 22 of these Bylaws.

- f) Shall have a right to vote in secret ballot votes, at the same time and along with the other members, who cast their votes. Otherwise, he/she shall have a right to vote only in case of a tie, when there is a standing or hand vote, whereupon he/she shall have the deciding vote.
- g) Shall supervise all the business of the Local Union. He/she shall see that all local officers and office staff perform their respective duties. He/she shall direct and control the organization by which the Local Union expresses itself and achieves its purpose.
- h) Shall be responsible for all Policy grievances, Human Rights Tribunals, Ontario Labour Relation Board cases, and Harassment cases (in which he or she is not a party).
- i) Shall attend all monthly and special Metrolinx meetings, including meetings related to expansion and information meetings when possible.
- j) Shall engage in activities related to protecting ATU 1587 jobs from privatization and contracting out.
- k) The full-time President/Business Agent shall receive a salary based on level 7 of the C.A. plus five percent (5%) and be entitled to all benefits and gains negotiated in the C.A. at the same time as those at level 7 of the C.A.

ARTICLE 14.02 – THE FINANCIAL SECRETARY-TREASURER

- a) Shall receive all money paid into the Local Union and arrange for its safekeeping and shall be responsible for all duties below and those in in Constitution Sections 13.11 Recording Secretary's Duties, 13.12 Financial Secretary's Duties, and 13.13 Treasurer's Duties.
- b) Shall be responsible for maintaining adequate and proper records of the finances of the Local Union.
- c) Shall update the Local Union's MUMS and PLURS systems on a regular and consistent basis, including updating changes to members' personal information.
- d) Shall present all books, proceedings, records and documents for audit to be examined by a person or persons having the proper authorization, including the auditor.
- e) Shall be the first signature, jointly with the President/Business Agent, on all cheques and all other negotiable papers and documents, having satisfied himself/herself as to the authority under which payments are made or obligations incurred.
- f) Shall be responsible for the preservation of all necessary records and documents.
- g) Shall be responsible for recording and preserving the minutes of all meetings.
- h) Shall have charge of the seal of the Local Union and the roll call book and he/she shall be responsible for their safety and for delivering them to his/her successor when the successor takes office.

- i) Shall perform such other duties as are provided in these Bylaws, and he/she shall exercise the authority and perform the duties which may be delegated to him by a meeting of the Local Union or of the Executive Board.
- j) Shall distribute to all work locations agendas for General Meetings, any agreed amendments to the C.A., and any other postings, such as proposed bylaw amendments.
- k) Shall attend all Executive Board Meetings and have a say and vote in all such meetings pertaining to all business.
- l) Shall prepare his/her monthly reports and request that they be approved by the Executive Board prior to presentation at the Regular General Meeting.
- m) The full-time Financial Secretary-Treasurer shall receive a salary of two thousand four hundred dollars (\$2,400.00) per year less than the rate to be paid to the full-time President/Business Agent and shall be entitled to all benefits and gains negotiated in the C.A. at the same time as those at level 7 of the C.A.
- n) By virtue of his/her office, he/she shall be the second delegate to all conventions other than the International Convention and political conventions, and shall receive his/her expenses as laid down in the Bylaws; delegates to the International Convention shall be separately elected pursuant to Article 22 of these Bylaws.
- o) Shall perform all proper duties and responsibilities appointed to him/her by the President/Business Agent.
- p) Shall make every reasonable effort to NOT observe annual vacation at the same time as the President/Business Agent and Executive Vice-President.
- q) Shall maintain and regularly update the Local Union's "Grievance Tracking System".
- r) Shall book all travel related to Local Union business and shall make every reasonable effort to book the most cost-effective airfare and hotel accommodations.

ARTICLE 14.03 – THE EXECUTIVE VICE-PRESIDENT

- a) Shall perform the duties of the President/Business Agent during the absence of the President/Business Agent. If a vacancy occurs for any reason in the Office of President/Business Agent the Executive Vice-President shall perform the duties of the President/Business Agent until the vacancy is filled by an election. While performing the duties of the President/Business Agent he/she shall assume all rights and authority of that Office.
- b) Shall attend all Executive Board Meetings and have a say and a vote in all such meetings pertaining to all business.
- c) Shall assume the duties of the Financial Secretary-Treasurer during any absence and while performing the duties of the Financial Secretary-Treasurer, he/she shall have all the rights of that Office. Shall not perform the duties of President and Financial Secretary Treasury at the same time. In the event that there are vacancies in both office, he or she shall perform solely the duties of the President/Business Agent.

- d) Shall make every reasonable effort to NOT observe annual vacation at the same time as the President/Business Agent and Financial Secretary-Treasurer.
- e) By virtue of his/her office, he/she shall be the third delegate to all conventions other than the International Convention and political conventions, and shall receive his/her expenses as laid down in the Bylaws; delegates to the International Convention shall be separately elected pursuant to Article 22 of these Bylaws.
- s) The full-time Executive Vice-President shall receive a salary of two thousand four hundred dollars (\$2,400.00) per year less than the President/Business Agent and be entitled to all benefits and gains negotiated in the C.A. at the same time as those at level 7 of the C.A.
- f) Shall meet with the employer's special job placement designate on a regular basis to ensure that any member requiring a permanent full-time/part-time accommodation is placed into a new and suitable position in a timely manner.
- g) Shall assist members in LTD, WSIB, STD, and other medical related matters and appeals and shall serve as "member representative" for all WSIB appeals.
- h) Shall assist Board members and Shop Stewards through the grievance process and shall attend step 3 meetings.
- i) Shall ensure that Board members and shop stewards are provided with current and up-to-date training related to their positions, including by ensuring that any newly elected and appointed Board Members and Shop Stewards are provided with the appropriate and necessary training after every triennial election.

ARTICLE 14.04 – THE EXECUTIVE BOARD MEMBERS

- a) Shall report all Local Union business dealt with in their locations to the Executive Board.
- b) Shall coordinate all grievances in their sections with their Shop Stewards.
- c) Shall perform any other duties appointed by President/Business Agent.
- d) Shall attend monthly Executive Board and Membership meetings.

ARTICLE 14.05 –THE SHOP STEWARDS

- a) Shall be appointed by the President in locations where the Executive Board deems it necessary. Volunteers will be canvassed and where there is more than one (1) volunteer a consensus vote of all members at that location will take place. Appointments shall take place at the first Board Meeting commencing each term of office, when a vacancy occurs, or where majority of the affected members seek a replacement.
- b) To qualify for final yearly honorarium, the Shop Steward must attend at least 6 scheduled Regular General Meetings and up to two (2) special meetings called by the President/Business Agent of that calendar year unless otherwise excused by the President/Business Agent or Executive Vice-President. This rule will be strictly enforced.
- c) Shall handle all complaints of members to the immediate superior of the department concerned; and, if that complaint is not resolved shall consult with his/her Executive Board

member before initiating a grievance. When time limits are in jeopardy and the Board Member cannot be reached, the Shop Steward shall consult with the Grievance Officer or the President/Business Agent.

ARTICLE 14.06 – THE WARDEN

- a) Shall take charge of the door of the meeting room and shall see that only members or guests authorized are allowed to enter. He/She shall be subject to the direction of the President/ Business Agent, to whom he/she shall look for direction in his/her actions. The Warden shall be responsible for directing members to sign the Register of Attendance. He/she shall extend those courtesies, and exercise that authority, necessary for proper supervision of admission to the meetings of the Local Union.
- b) The Warden shall ensure himself/herself that each person signing in the Register of Attendance and entering the meeting place is a member in good standing of the Local Union.
- c) Members shall sign the Register of Attendance immediately upon entrance to the Local Union meeting hall.
- d) At thirty (30) minutes following the scheduled start time of the meeting the Warden shall ensure all members and authorized guests are given the opportunity to enter the Union meeting hall; shall secure the Union meeting hall and allow all members inside the Union meeting hall the opportunity to sign the Register of Attendance. The Warden shall then have the Register of Attendance closed by the President/Business Agent.
- e) To qualify for the honorarium, the Warden must be present at each meeting or be excused by the President-Business Agent.
- f) The Warden shall be appointed by the President/Business Agent.

ARTICLE 14.07 – THE RETURNING OFFICERS

- a) Returning Officers shall be elected as per Article 19.05.

ARTICLE 15 – REMUNERATION FOR AUTHORIZED SERVICES

ARTICLE 15.01 – REMUNERATION OF OFFICERS, SHOP STEWARDS AND WARDENS

Board Members, Shop Stewards and the Warden shall be entitled to all benefits and gains negotiated in the C.A. Honorariums shall be paid once a month after qualifying meetings have been attended or as otherwise directed in these Bylaws.

Board Members.....	\$425.66
Shop Stewards	\$301.13
Warden	\$61.02 per meeting

ARTICLE 15.02 – LOST TIME WAGES

- a) The President/Business Agent shall authorize all lost time compensation.
- b) Lost time shall be compensated at the individual's then current C.A. rate.

- c) Individuals shall receive lost time compensation for only those hours which they lose from their regular schedule, and not for scheduled off days.
- d) Lost Time Records will be maintained by the Financial Secretary-Treasurer.
- e) Time lost from the performance of regular duties shall be recorded in the Lost Time Records, with an explicit explanation of the Local Union duties performed.
- f) A member wishing to examine the Lost Time Records must come forward at a Regular General Meeting requesting such action and stating his/her reasons for such a request. Upon such a request, the Financial Secretary-Treasurer shall make arrangements for an inspection at the next Regular General Meeting of the Lost Time Records by the requesting member.

ARTICLE 15.03 – EXPENSES

- a) Local Union Members who are on authorized union business (authorized by a vote of the membership for his/her attendance at said event) outside the GO Transit Service Area including delegates to conventions, conferences, seminars or other Local Union travel, shall be paid a per diem allowance of one hundred twenty-five dollars (\$125.00) per day for appropriate incidental expenses for the time required to travel, to attend and to return. Hotel expenses at single room rate in currency of the country where held shall also be paid.
- b) Flight reservations, hotel reservations, rental car reservations and other arrangements for Local Union travel shall be made by the Financial Secretary-Treasurer. If a member chooses an alternate mode of transportation or accommodations, he/she shall be paid the lesser of his/her actual expenses or the cost of the arrangements made by, or proposed by, the Financial Secretary-Treasurer. The Financial Secretary-Treasurer shall ensure the most cost-efficient travel arrangements are selected for any convention, conference, seminar or other Local Union travel. In recognition that reduced airfares may require travel on an off day(s) those affected will be compensated by time off or wages lost on a daily basis where doing such would reduce the Local Union's costs of travel inclusive of such compensation. The Financial Secretary-Treasurer shall determine if the airfare and travel on an off day(s) would be cheaper than travelling on a working day(s). Airfares booked online must be done utilizing Canadian websites and be paid in Canadian funds.
- c) In addition, payment for the lost time shall be paid for the actual number of days required to travel to attend and return to from the sessions in accordance with Article 15.02.

ARTICLE 15.04 – EXPENSES, EDUCATION AND TRAINING

- a) Any member authorized to attend an all-day educational or training seminar in the GO Transit Service Area for the Local Union shall receive an allowance of fifty dollars (\$50.00) per day for appropriate incidental expenses where meals are not provided, provided that no member may receive such allowance for a day for which he/she receives a per diem allowance pursuant to Article 15.03.
- b) If the actual time spent attending and traveling to and from an all-day educational or training seminar in the GO Transit Service Area for the Local Union exceeds the member's lost time for the day of the seminar, the member shall be paid at his/her lost time rate for all times spent attending and traveling to and from the seminar.

ARTICLE 15.05 – CAR ALLOWANCE/MILEAGE

- a) Mileage is to be paid at the current CRA rate when authorized by the President/Business Agent and/or Financial Secretary-Treasurer.
- b) Car allowance for the President/Business Agent shall be four hundred dollars (\$400.00) per month.
- c) Car allowance for the Financial Secretary-Treasurer shall be four hundred dollars (\$400.00) per month.
- d) Car allowance for the Executive Vice-President shall be four hundred dollars (\$400.00) per month.

ARTICLE 15.06 – PETTY CASH

The Financial Secretary-Treasurer shall hold in the Local Union office an amount of three hundred dollars (\$300.00) in petty cash. Vouchers or receipts will be required for sums paid out of petty cash.

ARTICLE 16 – DONATIONS OR HONORARIUM

ARTICLE 16.01 – DONATIONS

The Executive Board shall have the power to make donations up to a total of seven hundred dollars (\$700.00). Any donation in excess of seven hundred dollars (\$700.00) shall be by approval of the membership at the next Regular General Meeting.

ARTICLE 16.02 – HONORARIUM

Honorarium shall be in recognition for all duties pertaining to the elected office unless otherwise specified in the Bylaws. All increases will be in concurrence with the Collective Agreement.

ARTICLE 17 – FUNDS AND PROPERTY

ARTICLE 17.01 – USE

The funds and property of the Local Union shall be used only for such purposes as specified in the Constitution and Bylaws as may be required to transact and properly conduct its business, including payment of salaries, lost time and benefits; purchasing of office supplies, stationery, books, cards and paraphernalia; and payment of rent or any legally authorized bills against the Local Union.

ARTICLE 17.02 – AUTHORIZATION OF PAYMENT

All monies paid out of the General Fund or any other Local Union account, fund or source, which are neither normal and routine nor specifically provided for by these Bylaws, must be authorized by a majority vote of the members of the Local Union in attendance at a Regular General Meeting of the Local Union.

ARTICLE 17.03 – TRUSTEES

A committee of the Executive Board composed of two (2) trustees, namely the Financial Secretary-Treasurer and one (1) officer or Executive Board Member, shall monitor all investments of the Local Union, and report its findings and recommendations to the Executive Board monthly. The Executive Board Member serving as a trustee shall be elected at the first Executive Board Meeting after the installation of officers.

ARTICLE 18 – COMMITTEES

The President/Business Agent reserves the right to appoint any and all committees, except the Education, Bylaws, and Health & Safety Committees which shall be as follows:

ARTICLE 18.01 – EDUCATION COMMITTEE

- a) The Education Committee shall consist of three (3) members, two (2) elected from the membership and one (1) appointed from the Executive Board. This committee shall be nominated at the first General Meeting after the general election and elected at the following meeting. The members of this committee may recommend that additional members be added to the committee for specific duties.
- b) The Education Committee shall keep the members of the Local Union informed of educational opportunities available to them and encourage members to take advantage of such opportunities. The Education Committee may also recommend other means of educating the members of the Local Union, subject to approval by a General Meeting of the Local Union.
- c) Members wishing to attend labour-sponsored education courses, such as W.E.A., C.L.C., etc. may do so upon approval of the Executive Board prior to course commencement, and shall be reimbursed for cost of the course, provided that seventy-five percent (75%) of the classes have been attended and that a passing grade has been achieved.

ARTICLE 18.02 – BYLAWS COMMITTEE

- a) The Bylaws Committee shall meet in January of each year to make recommendations to revise and update the Bylaws of the Local Union. A committee of five (5) shall be formed consisting of the President/Business Agent, the Financial Secretary-Treasurer, one (1) member appointed from the Executive Board and two (2) members elected from the floor, to offer proposals to revise and update the Bylaws of the Local Union. All amendments to the Bylaws shall be considered by the membership pursuant to Constitution Section 13.2, Bylaws.
- b) The Bylaws Committee shall be a standing committee between International Conventions.
- c) If asked by a member proposing a Bylaw change, the Bylaws Committee shall give its opinion as to whether the proposal complies with the Constitution.

ARTICLE 18.03 – HEALTH & SAFETY COMMITTEE

Volunteers will be canvassed from each location and where there is more than one (1) volunteer a consensus vote of all members affected will take place. Appointments shall take place at the first

board meeting commencing each term of office. When a vacancy occurs or where a majority of members at a location seek a replacement, appointments shall take place at the first board meeting commencing each term of office.

ARTICLE 19 – NOMINATIONS & ELECTIONS OF OFFICERS

ARTICLE 19.01 – SYSTEM

The system for election of Officers shall be as per the Constitution of the Amalgamated Transit Union and the Local Bylaws.

ARTICLE 19.02 – TERM

The term of office for officers shall be for three (3) years, elections shall be held in June 2021 and every three (3) years thereafter.

ARTICLE 19.03 – NOMINATIONS

Nominations shall be received at the General Meeting in May of the year of election. Any member nominated at the General Meeting who is not present must have submitted his intentions to accept such nomination to such office in writing to the Financial Secretary-Treasurer prior to the nomination or within 48 hours after the nomination to be eligible to run for office.

ARTICLE 19.04 – ELIGIBILITY

Members, to be eligible for the position of Officers of the Local Union, must have complied with all appropriate sections of the Constitution relating to eligibility to be a candidate for, or hold office in, the Local Union.

ARTICLE 19.05 – RETURNING OFFICER, ELECTIONS AND VOTING

- a) The Auditor, who shall be responsible for the care and custody of all locks and keys, pertaining to ballot boxes and shall promptly deliver same to his/her successor, shall be selected by the Executive Board.
- b) At the General Meeting in March (of the election year), nominations will be accepted for the positions of Chief Returning Officer and one (1) alternate. The election for these positions will take place at the General Meeting in April of the election year under the supervision of the Local Union Financial Secretary-Treasurer and will be for a three (3) year term.
- c) The Chief Returning Officer shall be the member receiving the greatest number of votes. The alternate shall be the member with the next greatest number of votes and so on.
- d) Their duties shall be the conducting of all elections with the exception of the election of the Chief Returning Officer and his/her alternate.
- e) The Chief Returning Officer shall be the sole authority in the first instance to rule on the interpretation of all Local Union election regulations. The Auditor shall contact the Chief Returning Officer for any clarification of the election procedures.

- f) Returning Officers shall be paid the applicable wage or lost time rate for duties associated with preparing the mailing ballots. In addition, they will be paid the applicable rate only for the time required to attend their duties during the ballot count.
- g) Any Shop Steward, Board Member, or Officer wishing to run for the Office of Returning Officer must resign their position at time of nomination.
- h) All elections shall be by plurality voting. Where two (2) or more members are nominated for an office, the member receiving the most votes shall be declared elected. Where two (2) or more offices are to be filled, such as member of the Executive Board, each office shall be contested separately.
- i) Prior to the February General Meeting in the year of the election, notice will be posted at all locations to advise bargaining unit employees to confirm current address and membership status with Local Union.
- j) Not less than thirty (30) days prior to the mailing, the Auditor shall receive the nominal roll and/or list of each departmental membership, and shall check the accuracy of same, prior to mailing the ballots.
- k) The Chief Returning Officer and Alternate will be responsible for the posting of all election notices and results.

Procedure for Mailed Ballot:

- a) A list of all members eligible to vote shall be compiled and a ballot shall be mailed to each such member. Along with the ballot, there shall be mailed (A) a blank envelope or envelope marked "Ballot Envelope", (B) a larger, return mail envelope addressed as designated by the Auditor and (C) instructions that the ballot, after being properly marked by the member (but not signed in any way) should be placed in the ballot envelope and sealed, then placed into the larger envelope addressed as designated by the Auditor upon which there will be affixed his name and address or other means of identification (employee number, etc.). All such ballots shall be mailed within ten (10) days of the nominations meeting.
- b) The Auditor, after collecting all the returned envelopes, shall check same returned envelopes against the mailing list of eligible voters, checking off each member's name as his/her return envelope is accepted for opening. After the return envelopes have been checked for eligibility, the return envelopes shall be opened and the unmarked ballot envelopes placed in a ballot box to be opened after all ballots have been taken out of the return envelope.
- c) After all unmarked ballot envelopes are secured in the ballot box, the envelopes shall be opened and the ballots counted. Scrutineers shall be allowed to be present throughout this procedure, which shall begin at a time determined by the Chief Returning Officer on the day of the General Meeting in June of the Election year. Location of the count to be determined by the Auditor in conjunction with the Chief Returning Officer. Candidates will be notified not less than seven (7) days prior to the count.
- d) Where more than one (1) identical ballot for same office was placed in the return envelope by the member, all his/her ballots would be declared VOID and duly noted on the election records.

- e) A spoiled ballot shall be a ballot on which the voter has voted for more than the number to be elected, the voter's intent is not clear, or identifying marks appear on the ballot.
- f) A legal ballot shall be a ballot marked up to or including the number to be elected and initialled on the back by the Auditor in charge.

ARTICLE 19.06 – FILLING OF ANY OFFICE VACANCY

- a) If a vacancy occurs in the Office of President/Business Agent, Executive Vice-President, or Financial Secretary-Treasurer with one (1) year or more remaining in the term of office, an interim election shall be held. With less than one (1) year remaining, the office of the President-Business Agent shall be filled by the Executive Vice-President position and the Executive Vice-President position shall be appointed by the President/Business Agent and confirmed by a majority vote of the Executive Board. With less than one (1) year remaining, the offices of the Financial Secretary-Treasurer and Vice-President positions shall be appointed by the President/Business Agent and confirmed by a majority vote of the Executive Board.
- b) If a vacancy occurs in the position of Executive Board Member with one (1) year or more remaining in the term of office, an interim election shall be held. With less than one (1) year remaining, the President/Business Agent may appoint a Shop Steward from that section to fill the remainder of the term or leave the position vacant and appoint the Executive Vice-President to assume responsibility for that section.
- c) If a vacancy occurs in the Shop Steward position, the President/Business Agent shall have the right to appoint, in consultation with the affected Board Member, a Shop Steward subject to ratification at the next General Meeting by any members present from that section.
- d) Any officer who resigns cannot run for that office or any office that is vacant due to his/her resignation for the remainder of that term.
- e) Elections to fill unexpired terms shall be per Article 14.10 of the Constitution and will be conducted by the Executive Board.

ARTICLE 19.07 – ELECTRONIC VOTING

- a) The Local Union may, upon a majority vote at a properly-noticed Regular General Meeting, conduct future elections of officers electronically, provided that any such election conducted electronically must conform with any guidance provided by the International Union.
- b) The Local Union may not hold elections of delegates to the International Convention electronically.

ARTICLE 20 – RECOUNT AND ELECTION CHALLENGES

- a) A request for a recount shall be made in writing to the incumbent Financial Secretary-Treasurer within ten (10) days of the original count. The next Regular General Meeting shall decide if a recount shall be taken. The time of the recount shall be named, and the method of the recount shall be specified. The meeting shall name by resolution the person or persons responsible for the recount. The cost of any recount approved by the membership shall be borne by the Local Union.

- b) Any member who is entitled to vote may challenge the conduct or results of an election by filing, within ten (10) days of the counting of the ballots, a challenge with the incumbent Financial Secretary-Treasurer to such effect. The Financial Secretary-Treasurer shall submit the challenge for decision to the executive board, subject to final ruling by the membership.

ARTICLE 21 – MEETINGS

ARTICLE 21.01 – QUORUM

Ten (10) members at a General Meeting, not counting the President, Executive Vice-President & Financial Secretary-Treasurer, shall constitute a quorum to do business.

ARTICLE 21.02 – TYPES OF MEETINGS

There shall be two types of meetings – Regular General and Special.

- a) Regular General Meetings

The Regular General Meetings shall be held on the second Sunday of every month at 10 a.m.. The meeting will be held at the place designated by the Executive Board.

- b) Special Meetings

The Special Meetings may be held at the discretion of the President/Business Agent who in doing so shall act on the authority of the Executive Board or by petition in writing signed by one-third or more of the members.

ARTICLE 21.03 – DURATION OF MEETINGS

Duration of meetings shall not exceed three (3) hours. Only by a motion and a majority vote of the members present may the length of the meeting be extended.

ARTICLE 21.04 – POSTPONEMENT OR CANCELLATION OF A MEETING

- a) The meeting called for a certain time at a certain place and the number of members necessary for a quorum not being present at fifteen (15) minutes after the time at which the meeting was to have been called to order shall be cancelled.
- b) In the event that no meeting is held for lack of a quorum, actions of the Executive Board, which would have been reported to the membership at that meeting, shall become final and binding upon the Local Union without further action by the membership.

ARTICLE 21.05 – DURATION OF SPEECH DURING DEBATE

The duration of any speech by any member upon any question at any meeting shall not exceed three (3) minutes except with permission of the chairperson. No member shall speak more than once on any subject until all members have received an opportunity to be heard.

ARTICLE 21.06 – NOTICE OF MOTION

A Notice of Motion must be submitted in writing at any Regular General Meeting of the Local Union on the designated form (available from the Financial Secretary-Treasurer or Warden). Such Notice of Motion shall be read and laid on the table until the next General Meeting, to be posted, and resolved by the vote of the members present.

ARTICLE 21.07 – ORDER OF BUSINESS FOR REGULAR GENERAL MEETINGS

The Constitution, these Bylaws and Robert's Rules of Order shall be used as a guide to conduct all meetings. The following order is generally to be followed at meetings:

1. Call to Order by the chairperson
2. Roll call of Officers, Board Members, Shop Stewards and Warden
3. Reading of the minutes of previous meeting
4. Communications
5. President's Report
6. Financial Report
7. Report of Grievance Officer and Board Members
8. Report of Delegates
9. Report of Committees
10. Unfinished business
11. New business and welfare of the Local Union
12. Nominations for the Election of Officers
13. Installation of Officers
14. Adjournment

ARTICLE 22 – DELEGATES TO ALL CONVENTIONS, CONFERENCES AND SEMINARS

ARTICLE 22.01 – NUMBER AND SYSTEMS OF ELECTIONS

The number of delegates to all conventions, conferences or seminars shall be determined by the Bylaws/Constitution of the governing body and/or these Bylaws.

ARTICLE 22.02 – DELEGATES AND GUESTS TO ALL CONVENTIONS, CONFERENCES AND SEMINARS

- a) The President/Business Agent, Financial Secretary-Treasurer and Executive Vice-President shall be the number one (1), number two (2) and number three (3) delegates respectively to all conventions, conferences and seminars, except to the International Conventions.
- b) Nominations for Delegates to the International Convention shall be held at the Regular General Meeting held in January in the years in which the International Convention is to be held. Elections for Delegates to the International Convention shall be held at the Regular General Meeting held in February in the years in which the International Convention is to be held. Nominations and elections shall be held in accordance with Article 6.7 of the Constitution.
- c) The Local Union may reimburse the cost of registration for any member in good standing who is authorized to attend any convention, conference or seminar.

ARTICLE 22.03 – CONVENTION REPORT

At the first General Meeting following his/her return from the convention, the President/Business Agent shall report to the membership as to whether or not the delegates carried out their assigned duties and also report on convention proceedings.

ARTICLE 23 – DISCIPLINE

Discipline shall be exercised in accordance with the provisions of the Constitution and by the method authorized therein.

ARTICLE 24 – GENERAL VOTE

Whenever there is submitted to the Local Union any question which, in the opinion of the Executive Board, requires resolution by all the members, the Board will arrange for a vote, cast by all the active members.