

**CONSTITUTION
and
BYLAWS
AMALGAMATED TRANSIT
UNION
LOCAL 821**



**- JERSEY CITY -
NEW JERSEY**

**A.F.L. - C.I.O.
MEMBER NEW JERSEY STATE COUNCIL**

2016



Preamble of Local No. 821

We, the Amalgamated Transit Union, Local 821, Jersey City, NJ, this Day and Date, in order to secure and defend our rights, advance our interest as working people, create an Authority, whose seal shall constitute a certificate of Character, Intelligence and Skill, build up an organization where all the working members of our craft can participate in the discussion of those practical problems upon the solution of which depends our welfare and prosperity, to encourage the principle and practice of conciliation and arbitration in the settlement of all differences between Labor and Capital, establish order, insure harmony, promote the general cause of humanity and brotherly love, and secure the blessing of friendship, equality and truth, do obtain and establish this Constitution and these Laws for the government of said Association.

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

LOCAL BYLAWS

As a member of the Amalgamated Transit Union, Local 821:

I , in the presence of God and the Members of this Association, do solemnly promise and pledge (without reservation or evasion) to support the Constitution and Laws of this Amalgamated Transit Union. I will keep myself in good standing, by paying all dues, fines and assessments required. I will work to promote the best interests of this Association and encourage my fellow workers to become members of the same. I will not take the place of any member of this Organization, or any other Union worker who may be on strike or locked out. I will not allow Political matters to interfere with my duties to this Association. I will not reveal any of the private business to anyone not entitled to know the same. I will not slander or abuse the officers or members, and will report to the authorized officers, or to the meeting of this Association, any false or slanderous stories that may be circulated to injure a member, and will not knowingly, wrong a member or see one wronged if in my power to prevent it. I will not appeal to any legal authority in matters pertaining to this Association until I have exhausted all means of redress provided by its Laws. I will be respectful in word and action to every person and be considerate to the widow and orphan, the weak and defenseless, and never discriminate against anyone because of creed, color or nationality; I also promise to promote the cause of Trade Union principles, and defend freedom of thought whether expressed by tongue or pen, with all the power at my command. This obligation I take upon my honor, and solemnly promise to keep the same, as long as life remains.

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

LOCAL BYLAWS

RESOLVED, that we encourage and stimulate our members to take a lively interest in the civil affairs of their country in order that they can vote intelligently and effectively for the interest of the working people.

RESOLVED, that we condemn Communism, Naziism, Fascism and the principles for which they stand; they are opposed to God and the principles of American Democracy.

OFFICERS OF LOCAL 821. A.T.U.

RESOLVED, The officers of the Local shall consist of a President/Business Agent; Vice President; Recording Secretary; Financial Secretary/Treasurer.

The Shop Stewards of this Local shall consist of the Operators Delegate; the Shop Delegate.

The Executive Board shall consist of the President/Business Agent; Vice President; Recording Secretary; Financial Secretary/Treasurer; the Operators Delegate; the Shop Delegate. The position of Correspondence Conductor, Sentinel, and Warden, not being elected post shall be appointed to the respective positions at the pleasure of the President/Business Agent.

DUTIES OF THE EXECUTIVE BOARD

1. It shall be the duty of the Executive Board to supervise and direct the management of the Local.
2. They shall constitute the Grievance Committee and shall investigate all disputes and controversies between the members of the Local and the Company, and report their findings at the regular meetings of the Local.
3. Any and all grievances brought before the regular meeting of the Local that have not been submitted to any one of the

members of the Executive Board prior to the meeting, shall be referred to the Executive Board without discussion.

4. They shall have the authority to submit the results of negotiations on agreements or other matters of importance to the entire membership for a referendum vote of the members to be conducted under conditions and at times and places determined by the Executive Board.

5. The membership shall vote on all grievances as to whether or not this Local will proceed to arbitration including discharges involving drugs, alcohol and the admitted theft of funds. In all discharge situations, it is the member's right to go to arbitration provided he/she wins a majority vote of the membership, remains a member in good standing and pays all dues, fines or assessments. If a member suspends himself/herself because of his/her failure to remain a member in good standing, he/she shall be notified by registered letter and by regular mail. If, within a period of fifteen (15) days after receipt of this letter he/she has not returned himself/herself to good standing, his/her case will be terminated by the Local because said member has voluntarily left A.T.U. Local 821. If a member has requested arbitration and the Local is pursuing the case, the member must advise the Local in writing not less than ten (10) days prior to the hearing if he/she wishes to drop the case. Failure to advise the local of a desire to either postpone or drop the case for reasons other than sickness or injury shall cause the member to be liable for all costs incurred.

6. The president shall call special meetings when it is deemed necessary. A majority of eleven (11) members shall constitute a quorum to do business.

SALARY, EXPENSES & INCOME

PRESIDENT/BUSINESS AGENT - Salary shall be ten hours per day at top operator pay. General expense allowance shall be \$155 per month.

All Union related long distance telephone calls

VICE PRESIDENT - \$75 per month
 FINANCIAL SECRETARY/TREASURER - \$150 per month
 RECORDING SECRETARY - \$75 per month
 OPERATORS DELEGATE- \$75 PER MONTH
 MECHANICAL DELEGATE- \$75 PER MONTH

A President/Business Agent who retires from office will receive his vacation weeks as is the practice with New Jersey Transit in accordance with Section 7 Allowances (Vacation) in the general contract.

- ELECTION, SPECIAL DUTIES shall be shared on an equal basis by all Executive Board members. This is to help keep the Local's expenses down. The President/Business Agent shall go to all conventions, seminars and meetings by virtue of his office. He shall receive round-trip airfare, room at site, plus \$75.00 per day expenses.

The Financial Secretary/Treasurer by virtue of his office will become the first alternate to State Council Board and International Convention.

Election Day Salary- \$100 for anyone beside a paid officer of Local 821.

DEFENSE FUND- that Local 821 shall have a Defense Fund. The purpose of this Defense Fund shall be to cover the cost of arbitration and unfair labor practices and the contract cost. The maximum amount of the fund shall be set at five thousand dollars (\$5,000.00). When the fund falls below the minimum of two thousand dollars (\$2,000.00) all members will be assessed five dollars (\$5.00) per month until fund reaches five thousand dollars (\$5,000.00).

INITIATION FEE- That the initiation fees of this Local shall be three hundred dollars (\$300.00) as of January 2002, no exception, and is to be paid within 90 days.

UNION DUES - That regular dues of this Local shall be two and one half (2½) times the straight time hourly top operators rate. That the dues shall be adjusted at a minimum of once a year on January 1st by the Financial Secretary/Treasurer to reflect any increase in the hourly rate. That the increased adjustment shall be rounded off to the nearest \$.50 or even dollar (i.e., 2½ x \$28.16 = \$70.40). That all Local members out sick or out of work for any period of time must pay full union dues.

LAWS GOVERNING NOMINATIONS

1. Notices of Nominations and Elections shall be posted at all places where the Local has bulletin boards. A card shall be mailed to each member in good standing at least fifteen (15) days prior to the date of holding the election.

2. To be eligible to run for an elective office, a member must have been in continuous good standing of Local 821 A.T.U. for two (2) years prior to any election. (Election year runs from November to October.)

3. The nominations of all officers of Local 821 will be held at the regular meeting of the Local in October.

4. Members nominated for office must accept or reject the nomination in writing to the Recording Secretary within seven (7) days if they are not in attendance at the nominating meeting. If they are in attendance, they must accept or reject the nomination at the meeting.

5. The election of all officers shall take place the third Friday of November. Elections shall be held under the Primary System. Where there are but two (2) candidates for an office, the voter shall vote for one (1) only. If there are three (3) or more candidates for the same office, a runoff election will be needed unless one (1) candidate receives a majority (50% + 1) of all votes cast. Should no one receive a majority of all votes cast, then the two (2) candidates with the highest number of votes shall contend in a runoff election. If a runoff election is needed, it shall be held two (2) weeks after the original election.

6. All officers elected to office shall be elected for a three (3) year term.
7. Installation of officers will be at the regular meeting in December and their duties shall begin on the first of the year.
8. All officers elected by this local shall fill their respective offices until successors are elected and installed.
9. The voting locations of Local 821 shall be at the Greenville Garage or its replacement and the polls shall be open from 8:00 a.m. to 6:00 p.m.
10. The Financial Secretary/Treasurer shall prepare a list of all members who are eligible to vote, the same being given to the Election Board.
11. Ballots for the election shall be printed with numbered stubs and the names of the candidates inserted upon the ballots in alphabetical order.
12. All members shall go to the polls and vote in person; no proxies shall be allowed. None but the Election Board and members voting shall be permitted at the polls. All candidates must remain at least twenty-five (25) feet from the polls. It shall be the duty of the Election Board to see that no member or candidate shall loiter at the polls. If desired, the Local may use voting machines.
13. In elections where voting takes place at multiple polls, when the polls close all ballot boxes will be sealed and delivered to a central point as designated by the Executive Board, escorted by the Election Board members from said polling place.
14. Upon final tabulation of the votes, the Chairman of the Election Board will make sufficient copies of the vote for posting on the various union bulletin boards.
15. The candidate obtaining a majority of votes shall be declared the winner and elected to the office for which he/she may be running. "Majority" constitutes fifty percent (50%) of the votes, plus one (1).
16. The President/Business Agent shall appoint a member of the Local to fill any vacancies that occur during their term of

office provided such unexpected term does not exceed four (4) months. If an unexpected term does exceed four (4) months, an election shall be held to fill said vacancy.

17. All officers, when resigning, withdrawing or at the expiration of their terms, shall turn all their books, records and papers pertaining to their office, over to their successor.

18. There shall be a regular meeting of Local 821 on the first Friday after the third Thursday of each month at 8:00 p.m. unless otherwise specified.

19. It shall require eleven (11) members to be present, including the officers, to constitute a quorum to transact business at a membership meeting.

20. The officers shall be included in the count for a quorum.

21. If there is no quorum of members for a period of two (2) months, the Executive Board shall make a decision on all outstanding business, which shall be final and binding on the membership.

22. Special meetings of the Local may be called by the President/Business Agent or the Executive Board or upon the request of two-thirds (2/3rds) of the members in good standing and signing a petition for the same. No business shall be transacted except that set forth in the call at the special meeting. Three (3) days notice must be given to all members of such special meetings, stating the place, purpose and the time of said meeting, signed by the President/Business Agent of the Local.

SPECIAL RESOLUTIONS

1. That the depot-master shall be instructed to pass any operator who holds up any pick past their posted time allotment. If a member is out working when it is their time to pick, they shall leave a minimum of three (3) legitimate bids to cover themselves if they cannot be contacted. A member on vacation, off sick, or on their day off while the pick is going on, shall have the duty to keep in touch with the depot-master for the purpose

of finding out when it is up to them to pick. Any member who is on vacation, off sick, or off that day when the pick is up to them and who fails to keep in touch with the depot-master shall be passed until he/she picks. Any operator who is on vacation, or off on long-term sickness when the pick is put up has the right to bump on his/her return, within seven (7) days.

2. That any member who fails to live up to the above Resolution and, therefore, was passed, shall keep the run he/she has picked until the next general line pick or wall bid.

3. That garage seniority shall prevail in all departments for days off pick, Sunday and holiday assignments, and night work (where a department is closed, these members will automatically be off unless an emergency arises and they are needed).

4. That if a member bids into a field salary position, they shall in the event of separation from that field salary position, be minus the seniority they accumulated in field salary as an operator or as a mechanic. No seniority will be allowed for the time spent on the supervisory force.

5. That this Local 821, Jersey City, NJ does hereby endorse all labels, buttons, and cards issued by organizations and crafts affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO).

6. Any member may exercise their seniority by passing up a run and picking the extra board on any general pick.

7. Bump Pick: When a run is posted for a bump pick, between general picks, the procedures shall be as follows:

a. Runs will be posted for bid on Monday and Wednesday.
b. Runs posted for bid on Monday close 11:00 a.m.
Wednesday. Runs posted for bid Wednesday close 11:00 a.m. Friday.

c. All bids shall have member's name, employee number and run or days off on the Extra Board that they are giving up.

d. There will be no runs posted for bump pick while the general pick is going on.

e. General pick goes into effect on Saturday.

8. BUMPS

a. When a member is bumped off their run, they will bump as soon as possible.

b. The last bump in a week must be completed by 11:00 a.m. Friday.

c. The last operator bumped who has not successfully bumped by 11:00 a.m. Friday, shall receive a hold down, if possible, for the next week. If there is no run to hold down, that operator shall work the Extra Board for the next week with the days off the operator had on his run.

d. Bumps go into effect every 72 hours.

9. That all vacations be made into "Vacation Reliefs." These vacation reliefs are to be posted each general pick and be picked the same as any other piece of work included in the general pick. The vacation relief operators shall pick work for one (1) week in advance plus the week they are working. Exception to this rule: at the beginning of the pick, operators shall pick two (2) weeks in advance. Weekly order of picking Vacation Relief Board:

First two (2) operators pick Monday

Second two (2) operators pick Tuesday

Third two (2) operators pick Wednesday

Fourth two (2) operators pick Thursday

Operators who will be out working must leave enough bids to cover themselves. Picks must be finished by Thursday 6:00 p.m. or operators will be placed. When an operator bumps on Vacation Relief, all other Vacation Relief operators will automatically be placed with new bumpee into seniority order.

10. Rules for Rotating the Extra Board

a. All pieces of work paying eight (8) hours or more according to the time they finish.

b. AM roll calls

- c. PM roll calls
- d. AM & PM trippers
- e. No operator will be allowed to take eight (8) hours or more off the Extra Board. If he or she wants to be excused, he or she must request an ORFOR (Operator Request For Reassignment) as outlined in hourly contract. If you feel that the above rotation is not followed correctly, notify your delegate.

11. Day Off Work (Operators),

All operators who wish to work on their days off must sign up two days prior to the day off that they wish to work. An operator who signs the list must work. The Operators Delegate shall supply to the Depot Master the prepared list two days prior to the date of work.

It is the responsibility of the Operators to check the day off list to see if they are working and to OK themselves with the Depot Master for the work.

Operators shall sign up for day off work personally. No one shall have the right to sign anyone else's name.

The Delegate shall post a chart on the Union Bulletin Board which shall be kept up-to-date showing the number of times worked by each operator during the pick. The day-off list shall start anew at the beginning of each pick according to seniority.

If an operator takes his/her name off the list because he/she is not satisfied with this day off work, he/she will be charged. No exceptions.

12. Operators of Overtime Tripper

Operators shall sign up to work trippers at the same time that they pick on the general pick. Trippers shall rotate among operators providing there are not enough trippers available for each operator. The Company can not be forced to pay penalty time in order to be in compliance with resolution.

13. Day Off and Overtime (Mechanical Department)

Overtime and day off work is to be rotated on a seniority basis. The Mechanical Delegate shall keep a chart to assure that each member receives an equal share of his/her work.

Day Off work: Mechanical Department members shall sign up to work on their day off. The list shall be compiled in seniority order. Day off work shall rotate among the members provided they are qualified to do the work. If a member refuses to work when it becomes their turn, they shall be credited as working and the rotation shall continue.

Overtime work: members shall sign up for overtime. The list shall be compiled in seniority order and the work shall rotate among the members, provided they are qualified to do the assigned work. If a member refuses to work overtime when it is their turn to work, he will be credited as working and the rotation shall continue.

The exception to this rule is when a member has started a job before their regular day has ended, they shall continue that job until it is finished if they so desire. If this work takes less than two (2) hours to complete, he will not be charged. If it takes longer than two (2) hours, he will be charged as having worked overtime.

14. That vacation and sick relief members shall cover exactly that which the name implies, which is to cover all vacations, schooling, military leave, jury duty and sick positions and this work shall begin on Saturday in accordance with our contract.

15. Field Salary Day Off and Overtime Work

Overtime and day off work shall be divided as evenly as possible among the members within the unit based on seniority by rotation.

16. That any member of this Local who accepts a position in management shall lose his/her seniority the first day in management and shall fall in as last person on the seniority list if the Company hires him/her back to his/her former position.

17. Vacation Pick: That the operators vacation pick shall be conducted in the following manner: The pick shall be run during the months of October and November. If the pick is up before you go on vacation, it is your responsibility to keep in touch with the garage for the purposes of picking your vacation; there are no exceptions. No operator shall be allowed to change their vacation unless they can do so without affecting any other operator's vacation seniority as per contract.

1. Failure to pick your vacation in the allotted time will cause you to be passed. If you are passed, you will be placed on the vacation weeks closest to the weeks you enjoyed the previous year. The placement of operators shall take place the following morning before any of the scheduled operators for that day's pick. Operators shall be placed by Union Officers. The Union shall make every effort to reach operators out sick before placing the operator on vacation weeks. There will be no bumping permitted.
2. The Company under the contract determines the number of weeks open for bidding. It has the right to close off weeks. All prime vacation weeks will be put up for bid. Prime weeks will consist of the weeks in June, July and August and the weeks of Thanksgiving, Christmas and New Years.

ORDER OF BUSINESS FOR LOCAL 821 A.T.U.

1. All members of Local 821, Jersey City, N.J. shall be governed by the Constitution and general laws of the Amalgamated Transit Union on all matters not specifically herein stated.
2. No part of these Bylaws shall be repealed, altered, annulled or suspended unless by a proposal in writing, presented to the Local at one (1) regular meeting previous to the discussion. Said resolution shall be posted on the Union bulletin boards for one

(1) month previous to the discussion. If two-thirds (2/3) of the members present vote in favor of the change, it shall be adopted.

3. All questions of order shall be determined by Robert's Rules of Order".

4. All resolutions that are passed by the members of Local 821 will go into effect immediately.

ORDER OF BUSINESS OF LOCAL MEETINGS.

1. CALL TO ORDER BY PRESIDENT/BUSINESS AGENT
2. ROLL CALL OF OFFICERS
3. READING OF MINUTES OF PREVIOUS MEETING
4. READING OF FINANCIAL REPORT PLUS OTHER FINANCIAL BUSINESS
5. PROPOSITIONS FOR MEMBERSHIP
6. REPORTS OF COMMITTEE CANDIDATES*
7. BALLOTING FOR CANDIDATES*
8. INITIATION OF CANDIDATES*
9. REPORTS OF OFFICERS
10. REPORTS OF DELEGATES AND STANDING AND SPECIAL COMMITTEES.
11. UNFINISHED BUSINESS
12. NEW BUSINESS AND WELFARE OF THE LOCAL
13. NOMINATIONS FOR OFFICES*
14. INSTALLATION OF OFFICERS*
15. ADJOURNMENT

* Order of Business not normally used at all Meetings.

EXECUTIVE BOARD COMMITTEE

President / Business Agent.....EARL C. HARDY, JR.
Vice President.....CRAIG BROWN
Recording Secretary.....YOLANDER BAKER
Fin. Secretary / Treasurer.....DIANE LYTLE
Shop Steward - Operator.....DARNELL HUNTER
Shop Steward - Mechanical Dept.....STEVE GIRWOOD

NOTES