

**AMALGAMATED
TRANSIT
UNION
LOCAL 569**

EDMONTON ALBERTA

BY-LAWS

AS ADOPTED ON:

FEBRUARY 23, 2016

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	NAME	3
II	OBJECTIVES	3
III	SECURITY	3
IV	MEMBERSHIP	4
V	HOURS OF OPERATION	4
VI	OFFICERS	4
VII	DUTIES OF LOCAL OFFICERS	5
VIII	VACATING OFFICER POSITIONS	10
IX	OFFICE EXPENSES	11
X	COMMITTEES	11
XI	COUNCIL OF SHOP STEWARDS	12
XII	WORKPLACE HARASSMENT ADVISORS	13
XIII	SALARIES	13
XIV	EDUCATIONAL COURSES	14
XV	CAR ALLOWANCE	14
XVI	CREDIT CARDS	15
XVII	MEETINGS	15
XVIII	GRIEVANCES	16
XIX	DUES AND ASSESSMENTS	17
XX	DUTIES OF MEMBERS	17
XXI	TRIALS AND APPEALS	18
XXII	RULES OF ORDER	18
XXIII	NOMINATIONS AND ELECTIONS	20
XXIV	BALLOT BOXES/BALLOTS	23
XXV	REFERENDUM VOTE	24
XXVI	AMENDMENTS TO BY-LAWS	24
XXVII	LEAVING EMPLOYMENT	24
XXVIII	CONVENTION DELEGATES	25
XXIX	CONVENTION REMUNERATION	25
XXX	ANNUAL VACATION	26
XXXI	SICK LEAVE	26
XXXII	DONATIONS	26
XXXIII	HONOURING RETIRING MEMBERS/EXECUTIVE	27
	LETTERS OF EXPECTATIONS	
	Shop Stewards	29
	Committee	30
	APPENDICES	
I	Committees	32
II	Addendums	34

ARTICLE I NAME

This organization shall be known as the Amalgamated Transit Union, Local 569. Its jurisdiction shall be all employees covered by the certificates it holds from the Alberta Labour Relations Board.

ARTICLE II OBJECTIVES

The object of these By-laws is to:

- lay down the rules by which the business of the local will be conducted in a strictly legal manner
- secure and defend our rights and seniority
- safeguard our interests as workers
- create an environment where character, intelligence, integrity and skills are developed
- secure employment for our members and adequate pay for our work
- reduce hours of labour, and by all legal means improve social conditions
- encourage and defend the formation of disability, old age and death benefit funds
- encourage the principle and practice of conciliation and arbitration in settlement of all difficulties between labour and capital (management)
- abide by and support all sections of the Constitution and General Laws of this Union and these By-laws
- expand our jurisdiction by organizing other workplaces who currently do not have the benefit of Union representation

ARTICLE III SECURITY

There shall be no recording by any electronic device of Local #569's Membership Meetings, Executive Board Meeting or any other meeting the Local may call.

Under the International Constitution and General Laws updated 2013, Article 21.7, Disclosure of Union Business:

“ All business of the LU must be kept strictly private from persons outside of the Union, unless publication be authorized by the LU, and persons giving out any information contrary to the LU shall, after proceeding in accordance with the provisions of Section 22, if found guilty, be fined, suspended or expelled.”

ARTICLE IV MEMBERSHIP

Qualification for membership in this local shall be in compliance with the governing sections of the International Constitution and General Laws. The initiation fee for new members shall be \$15.00, payable on date of initiation, or payroll deduction. To be a **member in good standing** in the Local, members must have paid their initiation fee and dues and keep them up-to-date.

Members retiring from employment and desiring to retain their membership in this Union shall have the right to do so providing they do not enter employment that is detrimental to the interests of the Union. Such members will then be entitled to the following rights and benefits: they shall have no voice or vote on any matters affecting the Local Union, except that they may be permitted to vote at the election of Officers and Delegates to Conventions.

No Officer of Local 569 shall hold office in any organization that is in conflict with the Constitution and By-laws of this Union.

Members-At-Large

Members at Large are members in good standing who no longer retain their active status in the Local Union but who wish to keep their membership in the International Union.

ARTICLE V HOURS OF OPERATION

The hours of operation for the Local Officers shall be:

- a work week of Monday to Friday
- 80 hours bi-weekly, 40 hours /week
- arranged so as to facilitate office open hours from 08:00 to 16:30

A compressed work week may be implemented such that officers work 80 hours in 9 days instead of 10, the 10th day being a day off.

Compressed days must be taken by the end of every year or they are lost (not paid out).

ARTICLE VI OFFICERS

The Regular Officers of the Local shall be:

- President-Business Agent*
- Assistant Business Agent-Financial Secretary Treasurer*
- Assistant Business Agent-Vice-President Maintenance*
- Vice-President Operations
- Recording Secretary

(*) denotes full time Officer

The Executive Board of this Local shall consist of:

- President-Business Agent
- Assistant Business Agent-Financial Secretary Treasurer
- Assistant Business Agent-Vice-President Maintenance
- Vice-President Operations
- Recording Secretary
- 3 Representatives from Operations
- 3 representatives from Maintenance
- 2 representatives from DATS
- 1 representative from Security
- 1 representative from St. Albert

The Executive Board representatives shall also act as Shop Stewards, but shall have no standing on the Council of Shop Stewards.

ARTICLE VII DUTIES OF LOCAL OFFICERS

I. GENERAL

The elected and/or appointed Officers of this Local shall:

- all be members in good standing in the Local having paid their initiation fee, dues and keep them up-to-date
- not hold office in any organization that is in conflict with the Constitution and By-laws of this Union
- perform the duties of their office in compliance with these By-laws and the Constitution and General Laws of the Union
- not assume authority or responsibility or expense to the Local except as the By-laws and General Laws of the Union provide
- be required to be bonded with the bonding department of the Amalgamated Transit Union. The Local will assume all bonding costs

II SPECIFIC DUTIES OF OFFICERS

i President-Business Agent

The President-Business Agent shall:

- be the chief Executive Officer of the Local Union
- have general supervision over all its affairs between the Executive Board and membership meetings
- be responsible with the Financial Secretary, for directing the Locals' investment portfolio

- preside at all meetings of the Local Union
- ensure all locks are changed upon the election of a new Executive
- ensure that all the property of the Local is present and accounted for
- ensure any and all passwords to the Locals' electronic devices are logged with the Administration and changed
- preserve order and enforce the Constitution and the Local By-laws
- ensure that all Officers perform their respective duties
- appoint all committees not otherwise provided for
- decide all questions of order, subject to an appeal to the Local Union
- have a right to vote in secret ballot votes along with the other members who cast their ballots
- cast the deciding vote in the event of a tie in an Executive or Membership vote
- announce the result of all votes
- enforce all fines and penalties
- have the power to call special meetings
- sign all orders on the treasury for such money as shall by the Constitution and the Local By-laws or by the vote of the Local Union be ordered paid
- be 1 of 3 signing officers for such money as shall by the Constitution and By-laws or by vote of the Local be ordered paid
- perform such other duties as the Constitution and the Local By-laws may require
- look after the welfare of the organization in general as instructed by the Local and the Executive Board
- deliver to the Local at the expiration of the term all entrusted property of the Local whether digital, intellectual, electrical or material

ii Assistant Business Agent-Financial Secretary Treasurer

The Assistant Business Agent-Financial Secretary shall:

- in conjunction with the President Business-Agent carry on all correspondence and perform such other duties as pertain to his office

- deliver to the Local at the expiration of the term all property entrusted to their care whether digital, intellectual, electrical or material
- ensure any and all passwords to the electronic devices are logged with Administration are changed
- carry out the instructions of the President-Business Agent and of the Executive Board and work in conjunction with them in supervising the affairs of the Local
- sign all cheques and bank drafts and perform such other duties as the Constitution and By-laws of the Local may require
- keep a true and proper account between the Local and its members
- be responsible for all monies due the Local and deposit same in the bank designated by the Local
- be responsible with the President for directing the Local's investment portfolio
- deposit all monies in excess of the amount required for current expenditures in the Local's accounts
- obtain local President approval for payment of bills prior to payment by the Financial Secretary Treasurer
- in the monthly report give a breakdown of expenditures of all monies received and paid out and prepare a statement monthly of receipts, deposits, expenditures and balances
- see that the Local is kept in good standing with the International Amalgamated Transit Union by forwarding all reports to the General Office and receiving receipts for the same
- purchase a remembrance on behalf of the Local to express our sympathies upon the death of a member or of their immediate family
- send a token of the local's concern to a member who is in hospital for more than one day in the Edmonton area provided the Local's office is notified
- require all cheques be signed by 1 of the other 2 remaining signing officers
- ensure that there is a full understanding of the bylaws concerning salaries, allowances, per diems and expenses to which officers are entitled
- accurately document all salary and paid leave for union officers
- prevent any officer including the President of the local from approving their own reimbursement expenses
- ensure that a complete, secure and accurate list of members is kept
- ensure that the sign-in book for Membership Meetings is kept and updated accurately

iii Assistant Business Agent-Vice-President Maintenance

The Assistant Business Agent-Vice-President Maintenance shall:

- in conjunction with the President-Business Agent carry on all correspondence and perform such other duties as pertain to the office
- deliver to the Local at the end of the term all property entrusted to their care whether digital, intellectual, electrical or material
- ensure any and all passwords to the electronic devices are logged with Administration and changed
- carry out the instructions of the President-Business Agent and of the Executive Board and work in conjunction with them in supervising the affairs of the Local
- be the 3rd signing officer in the absence of 1 of the 2 other main signing officers
- along with the Vice-President of Operations in the absence of the President-Business Agent perform all duties of the office of President-Business Agent and render such assistance as may be required of them
- be responsible for the Local's activity related to Workers Compensation Board cases
- in conjunction with the FST handle the Local's Long Term Disability members issues

iv Vice-President Operations

The Vice-President Operations shall:

- ensure all the property of the Local is present and accounted for
- deliver to the Local at the end of the term all property entrusted to their care, whether digital, intellectual, electrical or material
- ensure any and all passwords to the electronic devices are logged with Administration and changed
- along with the Assistant Business Agent-Vice-President Maintenance in the absence of the President-Business Agent perform all duties pertaining to the office of President-Business Agent
- in the case of a vacancy in the President-Business Agent's office, shall preside in the office until the Local elects a President-Business Agent to fill the vacancy and render such assistance as may be required
- supervise all sign-ups and sheet perusals

- ensure all sign-ups are appropriately staffed by Executive Board Members or Shop Stewards

v Recording Secretary

The Recording Secretary shall:

- deliver to the Local at the end of the term all property entrusted to their care, whether digital, intellectual, electrical or material
- ensure any and all passwords to the Local's electronic devices are logged with Administration and changed
- prepare and maintain accurate minutes of the Executive Board, Membership and any Special Meetings
- keep accurate records of motions, amendments, debates, discussions and financial votes
- ensure minutes contain: quorum, meeting venue and all motions and votes
- call the roll of officers when required
- perform such other duties as pertain to this office
- initial monthly minutes with President to be used by auditor
- sign audits along with President

vi Executive Board

The Executive Board shall:

- supervise and direct the management of the Local
- introduce bylaw changes upon its recommendation to the membership for approval
- constitute the Grievance Committee, except for in house grievances
- investigate all disputes and controversies between the members of the Local and the Employer
- report all findings to the regular meeting of the Local
- be empowered to call special meetings of the Local to consider any matter or matters which, in the judgment of the Board warrants the Calling of a Special Meeting
- have the authority to submit the results of the negotiations on Agreements or other matters of importance to the entire membership for a referendum vote of the members

- conduct all votes under conditions and at times and places determined by the Executive Board
- appoint their own times for meetings of the Board, which shall be at least once monthly
- attend any special Meetings called by the President-Business Agent when it is deemed necessary
- have a quorum of the majority of the Executive Board to do business

vii Sergeant-At-Arms

The Sergeant-At-Arms shall:

- maintain and ensure that all members in attendance have signed in on the sheets for that month's Membership Meetings
- ensure all attendees at the meeting are members of the Local
- provide the attendance counts at the Membership Meetings to the Recording Secretary for motion votes in the minutes. These counts are to be finalized when the Financial Report is started. The sign-in book should be marked when the Financial Report starts for the attendance count.
- ensure all side bar conversations do not interrupt the Membership Meetings
- ensure any guest speakers have a reserved parking space at rear of Union Hall
- receive an honorarium for performing the duties of said position in an amount to be determined by the Executive Board. This honorarium shall be reviewed by the Executive Board yearly.

ARTICLE VIII VACATING OFFICER POSITIONS

The Officer/s of the Local shall upon:

- missing three consecutive meetings without a valid excuse, have their office/s declared vacant
- vacating their position, have a successor appointed by the Executive Board
- wishing to resign, must first submit the resignation to the Executive Board of the Local. If the Board finds that everything is correct, the resignation will be accepted. No resignation will be accepted as long as there is anything outstanding
- any vacancy occurring in the offices of Executive Board, fill such vacancy by appointment, pending an interim election

- vacancies occurring wait for the President, with concurrence of the Executive Board to call an interim election within 120 days of the post being vacated
- being appointed in all cases hold office until the interim election, subject to the conditions as set forth in the Constitution and General Laws of the Union

ARTICLE IX OFFICE EXPENSES

There will be petty cash in an amount of three hundred dollars (\$300.00) which will be used by the Assistant Business Agent-Financial Secretary Treasurer for miscellaneous expenses. The amount is to be reviewed on an annual basis by the President-Business Agent, FST-Assistant Business Agent and the senior Administration person.

ARTICLE X COMMITTEES

All committees appointed by the Executive Board or President shall present a report orally at the Monthly Membership Meeting and present a written report to the Recording Secretary to report on their behalf at the Executive Board and Monthly Membership Meeting should they not be available.

Members of the Local shall not start or set up committees for any reason without the concurrence of the Executive Board.

There shall be standing committees appointed by the President-Business Agent with the approval of the Executive Board, at the first regular meeting following the election as follows:

- the ETS-Main Negotiating Committee shall be composed of the five Regular Officers of the Union (President-Business Agent, Assistant Business Agent-Financial Secretary Treasurer, Assistant Business Agent-Vice-President Maintenance, Vice President-Operations, Recording Secretary) plus one other Executive member chosen so as to provide balance between Operations and Maintenance and other members as the President and Committee may decide
- the DATS Negotiating Committee shall consist of the President-Business Agent, Assistant Business Agent-Financial Secretary Treasurer, the Executive Board DATS Representatives and other members as the President and committee may decide
- The St. Albert Negotiating Committee shall consist of the President-Business Agent, Assistant Business Agent- Financial Secretary Treasurer, the Executive Board St. Albert Representative and other members as the President and committee may decide

All committee members shall respect the confidentiality for their various Committees' information.

All committee members shall demonstrate their commitment by signing an attendance letter designating the number of Committee meetings they must attend. If the number of meetings is not met they will be removed from the Committee (12/year, attend 9 meetings).

Standing Committees: see appendix I. Members to be appointed by the President.

ARTICLE XI COUNCIL OF SHOP STEWARDS

There shall be a minimum of 1% of the membership as Shop Stewards. This 1% shall be half elected and half appointed by the President with the concurrence of the Executive Board.

The Shop Stewards' terms shall be 3 years, concurrent with the regular election period. All Shop Stewards will be members of the Council of Shop Stewards.

Elected Shop Stewards will be allocated as follows:

3	ETS Operations
3	ETS Maintenance
1	ETS Security
1	ETS Community Service Operations
1	Dispatch
1	Diversified Transportation Ltd
2	DATS

Elected Shop Stewards shall be voted on by members in their respective work areas. There shall be a minimum of 1 elected Shop Steward from each Bargaining Unit.

In appointing the remainder of the Shop Stewards the President will give consideration to providing balance in the various work areas.

The members of the Council of Shop Stewards shall:

- govern themselves with the objective of promoting a better working relationship between management, the union and the membership
- deal with any Steward who discredits the Local Union or hinders the Committee's objectives
- meet monthly to report on workplace activities
- sign a letter of expectations outlining their responsibilities and the number of Shop Stewards and Union Membership meetings they must attend to maintain their Shop Steward status
- where possible attend any educational Courses as made available by the Executive to increase their knowledge and effectiveness
- elect from within their members a Chief Shop Steward, Recording Secretary and 4 Workplace Harassment Advisors (2 female/ 2 male where available)

The Chief Shop Steward shall:

- be responsible to convene meetings of the Shop Steward Council, chair such meetings, set the agenda and cast the deciding vote should any votes taken be tied
- report Shop Stewards activities to the Membership Meetings

ARTICLE XII WORKPLACE HARASSMENT ADVISORS

The Council of Shop Stewards shall elect 4 Workplace Harassment Advisors, 2 female and 2 male, where available. If none wish to take on this role, the President will appoint the Advisors from the membership not the Executive Board.

The Workplace Harassment Advisors are responsible for hearing and resolving internal grievances between members or between a member and the Executive Board using the Workplace Harassment Policy as a guide.

The Workplace Harassment Advisors:

- shall be responsible for implementing the Local's Workplace Harassment Policy when necessary
- should take any course available at the EDLC School on bullying & harassment or any other course offered and approved by the Local
- shall ask the President to inform the City that the Workplace Harassment Advisors are available to assist in member/member conflicts when needed
- shall receive a copy of the Local's Workplace Harassment Policy as a guide to their efforts to resolve issues

ARTICLE XIII SALARIES

President-Business Agent to receive:

1st year – 5% above highest paid shift worker in Agreement
2nd year – 10% above highest paid shift worker in Agreement
3rd year – 15% above highest paid shift worker in Agreement

Assistant Business Agent-Financial Secretary Treasurer to receive:

1st year – 3% above highest paid shift worker in Agreement
2nd year – 7% above highest paid shift worker in Agreement
3rd year – 10% above highest paid shift worker in Agreement

Assistant Business Agent-Vice-President Maintenance to receive:

1st year – 3% above the highest paid shift worker in the Agreement
2nd year – 7% above the highest paid shift worker in the Agreement
3rd year – 10% above the highest paid shift worker in the Agreement

Officers relieving a full time Union position for periods in excess of 1 working day shall be paid the highest shift worker rate in the Agreement.

All other Officers, delegates to conventions and members doing work for the Local which requires their absence from duty shall be paid for the time lost at what their shift pays per day plus authorized expenses.

Working on an "OFF DAY" on Union Business (other than social functions) will be paid at the members' regular rate of pay for hours worked.

ARTICLE XIV EDUCATIONAL COURSES

Courses attended by the Executive Board, Shop Stewards or members on behalf of ATU Local #569 must have prior approval of the President and/or Executive Board.

All courses taken must be of benefit to the Local.

Registration for any approved course shall be covered by the Local.

Courses attended by Officers or members appointed by the Union to attend will be paid:

Out of town: Off days, including travel days, 8 hours per day
Work days, including travel days, what the shift pays
Per diem of \$75.00 per day
Hotel room, excluding personal incidentals
Taxes, tariffs and where applicable foreign exchange

In town – the hours spent at the course

ARTICLE XV CAR ALLOWANCE

Car allowance per month shall be paid at the operator rate in the Main Collective Agreement :

- President-Business Agent – 3 days pay
- Assistant Business Agent-Financial Secretary Treasurer – 3 days pay
- Assistant Business Agent-Vice-President Maintenance – 3 days pay
- Operator Vice-President – 2 days pay
- Recording Secretary – 2 days pay
- Executive Board Members – 1 days pay
- Shop Stewards – 3 hours pay
- Safety Review Board Members – 2 hours pay

- Shop Stewards and Safety Review Board Members shall be paid their car allowance twice per year: on the first payday in June and on the first payday in December

ARTICLE XVI CREDIT CARDS

The three full-time officers namely President, Financial Secretary Treasurer and Vice President Maintenance shall:

- be authorized to have and use the Local's credit cards
- only use the credit cards for Union business. **They are not be used for personal use.**
- safeguard the PINS to the card
- if any abuse of these rules is found it shall be grounds for termination of the credit card privilege and any other action the Local deems fit

ARTICLE XVII MEETINGS

When any meeting is called to order by the Chair or President, quorum will be determined to be met or not.

No collections, subscriptions or soliciting shall be allowed inside the meeting hall, without permission of the Chair or President.

Regular Membership Meeting

The regular meetings of the Local shall:

- be held on the fourth Tuesday of each month, unless the Executive Board or President deems it advisable to change time and/or place
- have notices posted at least 3 days before the meeting date on all union bulletin boards
- be subject to a quorum of twenty-five, (quorum to be made up of the total number of members attending the morning plus evening meetings) including the President-Business Agent

Executive Board Meetings

The meetings of the Executive Board shall:

- be where newly elected Officers of the Local are sworn in by the International Representative
- be held on the third Monday of each month, unless the Executive Board or President deems it advisable to change time and/or place

- set the date for the next meeting at the meeting in progress
- be subject to a quorum of half the number of Executive Board members, including the President

Special Meetings

The President-Business Agent shall call a special meeting of the Local by a majority vote of:

- the Local at a regular meeting
- the Executive Board
- or upon the written request 20% of members in good standing

Special meetings shall:

- have notice posted at least 3 days before meeting date on all bulletin boards, where practical
- need quorum of 25 members
- may be called in accordance with the International Constitution and General Laws
- specifically state the business to be dealt with, and no other business shall come before such meetings

ARTICLE XVIII GRIEVANCES

Grievances between Members and the Employer:

- **Are the property of the Local not the member**
- will be brought to the attention of the Local immediately, in order to ensure the timelines specified in the Collective Agreement are met
- will be advanced to arbitration at the discretion of the Executive Board.

In House Grievances:

- are any grievances between members of the Local, including Executive members
- shall include cases where a member alleges that an Executive Officer has failed in the proper discharge of the duties of the office
- being advanced are to be presented to a Shop Steward or one of the Harassment Officers of the Local, who will attempt to mediate an amicable solution to the grievance

- where no resolution satisfactory to the grievor can be reached, the grievor may present the case to the Council of Shop Stewards for further action
- where the grievance is against a member of the Council of Shop Stewards, it shall be presented to the Executive Board for further action
- further action may include:
 1. Investigation and further mediation by a Shop Steward committee
 2. Requesting assistance from the International Union
 3. Laying of charges pursuant to Article 22.3 of the Constitution and General Laws of the Amalgamated Transit Union

ARTICLE XIX DUES AND ASSESSMENTS

Dues:

- are a flat rate increased by any negotiated wage increase percentage
- of active members of this Local shall be adjusted in accordance with any negotiated salary increase, payable in by-weekly payroll deductions
- of active members shall be adjusted to reflect any other increases of per capita taxes as per the International Constitution and General Laws and the organizations ATU Local 569 may be affiliated with, payable in by-weekly payroll deductions
- of retired members shall be subsidized 50% by the Local (except for members-at-large)
- of retired members of this Local shall be two dollars per month for members who retired prior to January 1st, 1993, and four dollars per month for all other retirees or as per the International Constitution and General Laws
- of members who leave the service and who wish to retain their membership in the Union shall be as provided for in the Constitution and General Laws of the ATU Section 32 & 18.2 plus fifty cents.

ARTICLE XX DUTIES OF MEMBERS

Members' duties shall be:

- to assist the Officers in the proper discharge of their duties, by strictly adhering to their obligation and by obeying the Constitution and By-laws of the Organization in compliance with the governing section of the General Laws
- to not injure the interest of a fellow member by undermining him in the workplace, in wages or in any other willful act by which the reputation or employment of any member may be injured

- encouraged to wear the regular membership pin, insignia in plain view
- encouraged to promote the ATU in public as far and as well as they are able
- to let the Local Union know of any change of address, email address or phone number as soon as possible as per Article 21.8 of the International Constitution and General Laws

INDIVIDUAL ACTION:

- The Union is the sole bargaining agent for all members. No member is authorized to take action on their own behalf or others with the employer
- Furthermore members are not authorized to enter into any agreement or contract with the employer
- Members violating this section will be subject to suspension or expulsion from the Local

ARTICLE XXI TRIALS AND APPEALS

Trials and Appeals:

- shall be handled in accordance with the International Constitution and General Laws
- upon finding a member to be a member of, or in sympathy with, a destructive opposing party or organization such member shall be expelled from membership in the Local

ARTICLE XXII RULES OF ORDER

The order of business for each meeting shall be as follows:

- Call to Order - opening of the meeting by the President-Business Agent
- Roll Call
- Minutes of the previous meeting
- Business Arising from Previous Minutes
- Correspondence
- Business Arising from Correspondence
- Financial Report
- Business Arising from Financial Report
- Executive Board Report
- Business Arising from Executive Board Report
- Committee Reports
- Business Arising from Committee Reports
- Unfinished Business
- New Business
- Good & Welfare
- Nomination of Officers or Installation of Officers
- Adjournment

When participating in the meeting:

- the Chair may rule topics of discussion out of order if they disrespect, detract from, are in conflict with or do not further the Local's interests
- any member who wishes to speak will raise their arm and wait for the chair to recognize them
- comments will be confined to the question before the meeting and personal comments will be avoided
- any member wishing to bring a question before the meeting shall bring it up in the proper order of business
- no motion will be debated until seconded and debate called for by the chair
- no motion to amend the minutes shall be in order unless some error of fact is contained therein
- if a question is before the meeting, no motion shall be received except the following, which take precedence in the order named: To Adjourn; To Table; To reconsider; For Previous Question; To postpone; To Amend
- all questions of order arising after a motion is made are in order except: when a person is speaking; when a vote is being taken; when a Motion to Adjourn has been defeated
- no motion or proposal on a subject other than that under discussion will be admitted under the pretense of being an amendment
- if a motion has been made and seconded and allowed to be discussed by the chair, it can only be withdrawn with the consent of the mover and the seconder of the motion
- if a motion has been carried, any member voting with the majority may move for reconsideration of the vote, but no discussion of the main question shall be allowed
- if a member objects to the reading of any item, it shall be decided by a majority vote of the members present
- no person shall speak more than once on a subject until all the members desiring the floor have been heard, and not more than twice without the consent of the assembly
- the President-Business Agent shall be allowed to debate on all subjects by calling a Vice-President to the chair, or any other member
- all written or electronic correspondence involving Union business must be presented to the membership unless:
 - the writer requests otherwise and the Executive Board approves withholding it

- the correspondence contains confidential material, which it is in the best interests of the Union to withhold, as approved by the Executive Board
 - if a member requests a written response to a written communication such request shall be honored
- o a majority vote shall decide all questions, except as otherwise provided for in the Constitution and By-laws
 - o prior to collections, subscriptions, soliciting or ticket selling inside the hall, a majority of the previous Membership Meeting attendees must have voted in favor of event
 - o no religious matters shall be discussed upon any pretext whatsoever
 - o any matters and disputes not covered by the Local's By-laws, shall be decided by Roberts Rules of Order

ARTICLE XXIII NOMINATIONS AND ELECTIONS

I. GENERAL

The Financial Secretary Treasurer is responsible for running all elections in the Local.

If the FST is running for a position in the election then they will appoint a Chief Returning Officer.

In order to be eligible for any office, a candidate must comply with Section 14.2 of the Constitution and General Laws of our Union. The Constitution and General Laws cover elections by the Canadian voting system.

All members in good standing shall be entitled to vote in General elections or any other ballot or vote.

Where a ballot or vote is taken, it shall be decided by the majority of those voting.

Any member desiring to be present while ballots are being counted shall be privileged to do so.

Any candidate desiring a scrutineer/observer to be present while ballots are being counted shall be able to appoint one.

Abstentions and destroyed ballots shall not be counted.

Ballots must be kept for one year after the election.

The Executive Board and the Officers of the Local shall take office on January 1st after the election that is held in the December of the previous year.

The outgoing Executive Officers are encouraged to provide suitable mentoring and job shadowing, so as to provide a smooth transfer of responsibility and authority.

II NOMINATIONS

Nomination of Officers shall take place at the November membership meeting.

Notices of the nomination meeting in November will be posted 5 days prior to the nomination meeting.

Any member in good standing may be nominated for the Offices of President-Business Agent, Assistant Business Agent-Financial Secretary Treasurer or Recording Secretary.

Only members in good standing employed in the Maintenance section may be nominated for the offices of Assistant Business Agent-Vice President Maintenance or the three Maintenance Representatives.

Only members in good standing employed in the DATS section may be nominated for the two DATS Representatives.

Only members in good standing employed in the Security section may be nominated for the Security Representative.

Only members in good standing employed in Diversified Transportation Ltd may be nominated for the St. Albert Representative.

Only members in good standing employed in the Operations Division may be nominated for the positions of Vice President-Operations or the three Operator Representative positions.

Nominations shall be made from the floor at the membership meeting in November. In case a member cannot attend this meeting, the nomination will be accepted in writing.

No member shall accept nomination of more than 1 office except in the case where 2 offices may be held at the same time.

III ELECTIONS

Six (6) months prior to an election the Executive Board will make a recommendation on the type of voting system to be used (email, phone-in, mail-in, etc.).

Only members in good standing may vote in the Local's election.

The election shall be held during the first 2 weeks in December for terms of 3 years, which shall run concurrently.

Elections shall be based on the plurality system (the most votes win).

If more than one person is running for a position the one receiving the most votes is declared the winner.

Elections of all offices shall be by secret ballot.

At least fifteen (15) days notice of any election must be posted in the work place, on the web site and mailed to each Local member at his last known home address.

All members in good standing may elect the five Regular Officers of the Local, namely the President-Business Agent, Assistant Business Agent-Financial Secretary Treasurer, Assistant Business Agent – Vice President Maintenance, Vice President Operations and Recording Secretary.

Only members in good standing, employed in the Operations Section may elect the three Operator Representatives.

Only members in good standing employed in the Maintenance Section may elect the three Maintenance Representatives.

Only members in good standing employed in the DATS division may elect the two DATS Representatives.

Only members in good standing employed in the Security section may elect the Security Representative.

Only members in good standing employed at Diversified Transportation Ltd may elect the St. Albert Representative.

IV ELECTION ELIGIBILITY

Election eligibility shall be based on the sign-in book maintained by the Sargent-at-Arms.

Members to be considered as having attended a meeting must have signed in prior to the meeting being called to order and remain until the end of the Financial Report or signed in prior to the commencement of the Financial Report and remain until the adjournment.

The Sargent-at-Arms will strike off anyone who does not meet the attendance requirement.

Members who have attended at least 6 monthly meetings in each of the 2 years prior to and including the nominations meeting will have fulfilled their contract to be eligible to run for office. All members will be credited with attendance at cancelled meetings.

V INTERIM ELECTIONS

1. GENERAL

- If a vacancy is within 6 months of the next election then there shall be no interim election.
- The date of the nomination and interim election shall be within 120 days of the vacancy in the office in compliance with the Constitution and General Laws 14.10.

- At least 15 days notice of any election must be mailed to each member at the member's last known home address in compliance with the Constitution and General Laws 14.10 and posted on the Local's website.
- All vacancies resulting from resignations shall be filled at the same interim election.
- Any Officer being elected to a full time position with an affiliate of the Union shall resign their position with the Local within 10 days of being sworn into the new position.

2. EXECUTIVE BOARD APPOINTEES

- Executive Board vacancies shall be filled by appointment of the Executive Board pending an interim election.
- Executive Board appointees in all cases shall hold office until the interim election, subject to the conditions as set forth in the governing sections of the Constitution and General Laws of the Union and the Local's Bylaws.

3. EXECUTIVE BOARD

- Executive Board members desiring to accept a nomination for another office before the expiration of their current term of office must first resign their current office.
- All resignations must be made at least 2 weeks prior to the next monthly meeting at which nominations for the vacant office are received.

ARTICLE XXIV

BALLOT BOXES/BALLOTS

I ELECTIONS

Each ballot box will:

- be manned at elections by 2 members in good standing as appointed by the Chief Returning Officer/FST
- not be removed from the designated voting area till the voting station is closed
- be returned to the Union office by the last 2 members manning the box together

II RATIFICATION/REFERENDUM VOTES

Each ballot box will:

- be manned by an Executive Board Member or a member of the Negotiating Team and a Shop Steward or whomever the President appoints

- be returned to the Union office by the last Executive Board/Negotiating Team member and Shop Steward manning the box together

III BALLOTS

- there shall be one ballot per member voting in elections, ratifications and referendums
- ballots are only to be handled by the Union Representative and the person voting
- ballots are not to be removed from the designated voting area

ARTICLE XXV REFERENCE VOTE

Matters of importance may, by majority vote of the Executive Board, be referred to a referendum vote of the entire Local. The vote is to be handled like a ratification vote.

ARTICLE XXVI AMENDMENTS TO BY-LAWS

The bylaws of the Local should be reviewed every year to make sure they are current and applicable.

In order to amend, rescind or alter these by-laws, the motion must be brought forward at the September membership meeting or at the discretion of the Executive Board.

Motions from the floor to amend, rescind or alter these by-laws must be sent to the Union by the first Monday in September.

The proposed by-laws changes must be posted along with the monthly meeting notice for September's Membership Meeting.

The proposed changes must be read at 2 meetings.

There shall be no discussion or vote on the first reading of the proposed changes but full discussion and vote shall take place at the second meeting.

A two thirds vote of the members attending the meeting shall be required to amend, rescind or alter these By-laws.

ARTICLE XXVII LEAVING EMPLOYMENT

Any member who resigns their position with the City shall lose all seniority rights.

Any Executive Board member who resigns or is not re-elected and subsequently is elected to a position or even the same position the rates of pay and conditions will be the same as a newly elected person.

ARTICLE XXVIII CONVENTION DELEGATES

I GENERAL

Delegates to Conventions such as Alberta Federation of Labour (AFL), ATU Canada, North West Conference, ATU International Women's Caucus and the Canadian Labour Congress (CLC) will be appointed from the Executive Board by the President as Local #569's delegates.

The appointed delegates will be confirmed at the Monthly Membership meeting immediately following their appointments by the President.

II ATU INTERNATIONAL CONVENTION

ATU International Convention delegate numbers are based on the Local's total membership including retirees, as of May in the year of the convention.

Delegates to the ATU International Convention will be the: President, Financial Secretary Treasurer, Vice-President Maintenance, Vice-President Operations and Recording Secretary. Their ATU International Convention delegate status will be noted on the election ballots.

The remaining number of delegates will be appointed by the President but must be chosen from the Executive Board first. Should there not be enough Executive Board members to meet the assigned delegate number, then Shop Stewards will be chosen and finally the general membership if needed.

The additional delegate positions to which the Local may be entitled will be ratified at the membership meeting in the June of the convention year.

ARTICLE XXIX CONVENTION REMUNERATION

I EXPENSES

Delegates to Conventions shall:

- when going out of town shall be reimbursed for the cost of economy airline fare and taxes and tariffs that are applicable to their trip
- book cancellation insurance and will be reimbursed for the cost
- use an airline whose employees are represented by a union where possible
- have all airport travel costs including tax, tariffs and baggage fees reimbursed upon submission of receipts
- receive seventy-five dollars (\$75.00) per day for expenses

- have hotel room, taxes and where applicable, foreign exchange, except personal incidentals reimbursed upon submission of receipts

II CAR ALLOWANCE

Delegates to Conventions will:

- where the one (1) way distance to be traveled is three hundred and thirty kilometers or less, or where there is no air transportation, be paid car allowance instead of airfare
- receive car allowance at the current rate allowed by the Canada Revenue Agency
- have any car allowance calculated as the shortest highway route from Edmonton to the destination community, and return

ARTICLE XXX ANNUAL VACATION

Vacation leave for full-time officers will be according to the level of vacation already accrued with their employer.

Carry-over of vacation is to a maximum of 6 weeks.

Vacation will be taken so that service is maintained at a workable level at Local #569's office.

ARTICLE XXXI SICK LEAVE

Sick leave for the full-time officers shall be as follows:

- if on short term disability (STD), the union will maintain paying the Officer their wage continually for time sick up to a maximum 85 days
- if an Officer must go on long term disability (LTD) then they move over to the City LTD Plan

ARTICLE XXXII DONATIONS

All donations must be approved by the membership.

Requests for donations to members' recreational activities shall be treated as follows:

- requests must be in writing
- membership in groups requesting donations must be at least seventy-five per cent ATU Local 569 members in good standing to qualify for a donation
- contributions to qualifying groups may not exceed \$500.00

- groups qualifying for a donation must have a group bank account to which the donation cheque may be written
- no group shall be entitled to receive more than 1 donation per calendar year

ARTICLE XXXIII HONOURING RETIRING MEMBERS/EXECUTIVES

Local #569 will host a retirement banquet each year on the last Saturday in September where possible to honour the year's retirees and their spouses.

Retirees will be entitled to receive a gift at the time of their retirement from a selection as provided by the current Executive.

Local #569's Executive Board only will host a retirees' only dinner each year in October or November to honour the years' retirees'.

Local #569 will host a supper at the beginning of each term honouring departing Executive members. Hosted by the current Executive members.

BYLAWS COMMITTEE REVIEW 2014/2015

LETTERS OF EXPECTATIONS

SHOP STEWARDS EXPECTATIONS

As a Shop Steward for ATU Local #569 I agree to the following:

- To uphold the bylaws of this Local and the “Constitution and General Laws” of the International Union
- To maintain my membership in good standing in this Local
- To represent the membership/member to the best of my ability
- To distribute Local & Union information correctly to the membership
- To continue educating myself on Labour issues
- To attend courses that my Local and myself feel would aid in my work as a Shop Steward
- To be a volunteer when needed for any Local event or project
- To attend a minimum of 6 Shop Steward meetings per year
- To attend a minimum of 6 General Monthly Membership meetings per year
- If I do not abide by these expectations my role as a Shop Steward is open to review by the President

Signature

Date

President ATU Local #569

Date

COMMITTEE EXPECTATIONS

I _____ (name) agree that with my appointment to the
_____ Committee.

I will:

- Keep all discussions and paperwork of the committee confidential
- Attend at least 75% of the scheduled committee meetings
- Report on committee activity to the monthly membership meeting

DATE: _____

SIGNATURE: _____

DATE: _____

SIGNATURE: _____
President ATU Local #569

APPENDICES

APPENDIX I

STANDING COMMITTEES OF THE LOCAL

- Accident Review Board
- Action Committee
- By-Laws Committee
- LMCC-DATS (Labour Management Consultation Committee)
- Negotiations-DATS
- Negotiations-Main
- Negotiations-St. Albert
- Sheet Committee-DATS
- Sheet Committee-Operations
- Sheet Committee-St. Albert
- Social Committee
- UMCC-Maintenance (Union Management Consultation Committee)
- UMCC-Operations (Union Management Consultation Committee)
- UMCC-Security (Union Management Consultation Committee)
- Women's Caucus

JOINT UNION & MANAGEMENT COMMITTEES

- Clothing Committee
- CLT (Corporate Leadership Team)
- ETSAB (Edmonton Transit System Advisory Board)
- LTD Committee (Long Term Disability)
- POCC (Planning & Operations Consultation Committee)
- Transit Security Committee

OTHERS

- EDLC (Edmonton District Labour Council)
- AFL (Alberta Federation of Labour)
- CECU (Coalition of Civic Unions)
- Charitable Assistance Committee

ADDENDUMS

ADDENDUM OF INTERPRETATIONS

The following addendum items are intended to provide guidance in the interpretation of the Bylaw articles as indicated. These interpretations are meant to reflect the intention of the membership who ratified these Bylaws on February 23, 2016.

1. Article VII – Duties of Local Officers
II – Specific Duties of Officers
i President Business Agent
Page 6 – 4th bullet from top interpret to mean “from former Executive Board members”
2. Article VII – Duties of Local Officers
II – Specific Duties of Officers
ii Financial Secretary Treasurer Business Agent
Page 7 – 4th bullet from top to interpret for clarity “(President, FST, Vice-President Maintenance)” are the signing officers
3. Article VII – Duties of Local Officers
II – Specific Duties of Officers
ii Financial Secretary Treasurer Business Agent
Page 7 – 3rd bullet from bottom interpret to include union business and all book offs for non-full-time officers and shop stewards
4. Article VII – Duties of Local Officers
II – Specific Duties of Officers
ii Financial Secretary Treasurer Business Agent
Page 7 – 10th bullet interpret to include in the FST’s report listings of donations to Social Clubs, Sports Groups & Research Organizations i
5. Article XI- Council of Shop Stewards
Page 12 - 1st set of bullets, bullet 5 interpret to include or brought forward by a Shop Steward
6. Article XXI Rules of Order
Page 20, 2nd bullet at top of page intended to be enforced with flexibility, for Business Agents to approve
7. Article XXVII – Leaving Employment
Page 24 – Interpreted as meaning only if a break in service/terms of the officer is for the same position.”
8. Article XXVIII – Convention Delegates
I General
Page 25 – intended to include Committee Members of Local Caucuses

