



**CONSTITUTION
and
BYLAWS
AMALGAMATED TRANSIT UNION
LOCAL 820**



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

JANUARY 2005



PREAMBLE OF LOCAL NUMBER 820

We, The Amalgamated Transit Union, Local 820, Union City, New Jersey, 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 discussing 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, to obtain and establish this Constitution and these Laws for the Government of said Association.

PRINCIPLES OF LOCAL 820, A. T. U.

RESOLVED: That we hold it as a sacred principle, that Trade Union members above all others should set a good example as good and faithful workers, performing duties to their employers with honor to themselves and to their organization.

RESOLVED: That we hold a reduction of hours for a day's work increases the intelligence and happiness of the laborer and also increases the demand for labor and the prices of the day's work.

RESOLVED: That we hold a liberal education of the young to be a preeminent preparatory to life's social and industrial work, and that the principles and purposes of organized labor demand free and compulsory education.

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 working people.

RESOLVED: That we condemn Communism, Nazism, Fascism and the principles for which they stand, as they are opposed to God and the principles of American Democracy.

LOCAL BY-LAWS

As Members of the Amalgamated Transit Union, Local 820:

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 interest 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)

OFFICERS OF LOCAL 820, A. T. U.

RESOLVED: The officers of this Local shall consist of a President/Business Agent, Vice President, Recording Secretary and Financial Secretary/Treasurer.

The Shop Stewards of this Local at NJ Transit shall consist of the Operators Delegate, the Shop Delegate, Assistant Shop Delegate and a Field Salary Delegate. There shall be one Delegate at Red & Tan Tours to handle the members who work for that employer.

The Field Salary Delegate shall represent all of the field salary members who work at the P.A.B.T. and all other field locations.

The Executive Board shall consist of the President/Business Agent, Vice President, Recording Secretary, Financial Secretary, the Operators Delegate, Shop Delegate and the Field Salary Delegate at NJ Transit.

The position of Correspondence Conductor, Sentinel and Warden, not being elected posts 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 to the regular meeting 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 Executive Board shall rule on all grievances as to whether or not this Local will proceed to arbitration including discharges involving drugs, alcohol and admitted theft of funds. In all other discharge situations it is the member's right to go to arbitration provided they remain a member in good standing and pay all dues, fines or assessments. If a member suspends themselves because of their failure to remain a member in good standing they shall be notified by registered letter. If within a period of fifteen (15) days, after receipt of this letter, they have not returned themselves to good standing their case will be terminated by the Local because said member has voluntarily left the A. T. U.
6. Special meetings shall be called by the President when it is deemed necessary. A majority of the Board shall constitute a quorum to do business.

SALARY, EXPENSES & INCOME

Effective the first Saturday in January 2005

PRESIDENT AND BUSINESS AGENT

Salary will be \$1190.00 per week.

General Expense Allowance shall be \$100.00 per week for out of pocket expenses.

No Expense will be paid when on vacation or off sick.

Automobile Insurance shall be paid and it must be carried as business coverage.

Telephone bills less any personal calls.

Local is to pick up costs of benefits.

VICE PRESIDENT

\$900.00 per quarter

Plus a cell phone to be paid for by the Local and be used for dealing with all of the members less any personal calls.

FINANCIAL SECRETARY

\$1,725.00 per quarter

\$60.00 rent per month.

RECORDING SECRETARY

\$775.00 per quarter

OPERATORS DELEGATE

\$990.00 per quarter

MECHANICAL DELEGATE

\$425.00 per quarter

ASSISTANT SHOP DELEGATE

\$212.50 per quarter

FIELD SALARY DELEGATE

\$425.00 per quarter

RED & TAN DELEGATE

\$500.00 per quarter

Lost time from work shall be paid at their regular pay rate

DELEGATE TO THE STATE BOARD

Ten (10) hours per day.

ELECTIONS, SPECIAL DUTIES

Election Day Salary - \$230.00

Special Duties to be paid at the rate of \$22.50 per hour.

Wages and salaries shall be adjusted by the percentage increase received under the NJT Contract.

CONVENTIONS - Delegates shall receive the same rate of pay as the International officers while on the road, plus expenses.

RESOLVED: That Local 820 shall have a defense fund for its NJ Transit members. The purpose of this defense fund shall be to cover the cost of arbitration, contract negotiation and unfair labor practices. The maximum amount of the fund shall be set at Fifteen Thousand Dollars (\$15,000). The minimum shall be set at Seven Thousand Five Hundred Dollars (\$7,500). When the fund falls below the minimum, the dues will be automatically increased by Two Dollars (\$2.00) per active member per month until that fund reaches its maximum.

RESOLVED: That Local 820 shall have a defense fund for its Red & Tan members to cover the same costs as listed for the NJ Transit members except that the maximum balance shall be Six Thousand Dollars (\$6000.00) and when the fund falls below Three Thousand Dollars (\$3000.00) the dues shall be increased by Two Dollars (\$2.00) until the fund returns to its maximum.

The Financial Secretary shall have the right to transfer all interest income and any initiation fees not needed in the General Fund to the Defense Funds.

RESOLVED: That the Initiation fee of this Local shall be Three Hundred Dollars (\$300).

RESOLVED: The regular dues of this Local shall be two times the straight time hourly operators rate. That the dues shall be adjusted at a minimum of once a year by the Financial Secretary 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., $2 \times 15.80 = 31.50$; $2 \times 16.10 = 32.00$). Amended in 1995 that the Executive Board shall examine the financial records in December of each year to determine if there is a need to raise the dues to the maximum permitted under the by-laws and may vote to adjust the dues only to the amount needed.

RESOLVED: That the dues for the Red & Tan members be set at \$25.00 per month and shall be raised by \$2.00 each year until

such time as these members reach the minimum set by the A.T.U. Constitution.

RESOLVED: That this Local shall have a sick dues structure as follows, if a member is out sick or injured for a full calendar month, January, February, March, etc. the dues for that member shall be the total per capita due for the International, State Council, State AFL-CIO, or any other organization this Local is a member of. If a member works any part of a month they shall pay full dues the same as any other active member. This amendment is effective September 1995.

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. Members to be eligible to an elective office must have been in continuous good standing of Local 820, A. T. U. for two (2) years prior to any election, and attend at least six (6) regular meetings in the election year (election year runs from November to October). If in the future this Local represents members who work in the private sector the six (6) meeting requirement shall be null and void as per court ruling.
3. Members to be eligible to be delegates or alternate delegates to the International Convention of the A.T.U. must be in continuous good standing of Local 820 for two (2) years prior to the election but are not required to attend any meetings to be eligible to run for these positions.
4. The nominations of all officers of Local 820 will be held at the regular meeting of the Local in October.
5. Members nominated for office must notify the Recording Secretary, in writing, 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 that time.

6. The election of all officers and delegates shall take place the first Tuesday in December. Election 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 of all votes cast. Should no one receive a majority of all votes cast, then the two (2) candidates with the highest amount of votes shall contend in a runoff election. If a runoff election is needed it shall be held on the third Tuesday of December.
7. All officers and delegates elected to office shall be elected for a three (3) year term.
8. Installation of officers will be at the regular meeting in December, and their duties shall begin on the first of the year.
9. All officers elected by this Local shall fill their respective offices until successors are elected and installed.
10. The President/Business Agent of the Local shall go to all conventions, seminars, and meetings as first Delegate by virtue of his office, except for the International Convention which will require running for that position separately.
11. The Vice President by virtue of his office shall be the second delegate to the New Jersey State Council.
12. The Financial Secretary by virtue of his office shall be the first alternate to the New Jersey State Council.
13. The Recording Secretary by virtue of his office shall be the second alternate to the New Jersey State Council.
14. The voting locations of Local 820 shall be the MEADOW-

LANDS Garage and the polls shall be open from 8:00 a.m. to 6:00 p.m. at that location. Additionally, there shall be a voting location at the P.A.B.T. for the members who work at that location from 9:00 a.m. to 5:00 p.m. The voting location for the Red & Tan members shall be at their work location in Jersey City from 9:00 a.m. to 5:00 p.m.

15. The Financial Secretary shall prepare a list of all members who are eligible to vote, the same being given to the Election Board.
16. The Recording Secretary shall prepare a list of all candidates who are eligible to run for office, the list shall be given to the Election Board. There shall be a sufficient number of inspectors and tellers to see that the election is conducted fairly and honorably. The inspectors and tellers shall be appointed by the President/BA, subject to the approval of the regular meeting of the Local on the night of nominations.
17. Ballots for the election shall be printed with numbered stubs and the names of the candidates inserted upon the ballots alphabetically in that order.
18. 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. Voting machines may be used, if desired by the Local.
19. 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 places.
20. Upon final tabulation of the votes, the Chairman of the Elec-

tion Board will make sufficient copies of the vote, for posting on the various Union Bulletin Boards, posting to the Minutes of the Union Records and copies for the Ballot Boxes, which will be sealed and sent to Union Headquarters.

21. 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 per cent (50%) of the votes, plus one (1).
22. The President shall appoint a member of the Local to fill any vacancies that occur during their term of office, subject to the approval of the local garage, shop or group of members directly affected by said appointment; provided such unexpired term does not exceed four (4) months. If an unexpired term does exceed four (4) months, an election shall be held to fill said vacancy.
23. 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.
24. There shall be a regular meeting of Local 820 on the fourth (4th) Friday of each month, unless otherwise specified. In the month of November the Union meeting shall be held on the third (3rd) Friday of the month due to the Thanksgiving holiday.
25. It shall require twelve (12) members to be present, including the officers, to constitute a quorum to transact business at a membership meeting.
 - a. The first session (which is usually the a.m. [10:00 a.m.] meeting), shall be held regardless of the number of members present.
 - b. The second session (usually the p.m. [8:00 p.m.] meeting), shall be held if the total number of members present, including the officers, constitutes a quorum.

- c. The officers shall be included in the count for a quorum either at the first or the second session of the meeting, but not at both. The second session shall be concurrent with the first session.
 - d. If, after counting the attendance at the second session and adding same to the attendance at the first session, the total does not constitute a quorum then the business at the first session shall be null and void and the officers shall proceed to make a report of their activities to the members present at said second session.
 - e. 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.
26. Special meetings of the Local may be called by the President/BA or the Executive Board or upon request of two-thirds (2/3rds) of the members in good standing and signing a petition for 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 meetings, signed by the President of the Local.

SPECIAL RULINGS

The work rules listed in these by-laws only apply to the NJ Transit members unless specifically listed as applying to the Red & Tan members of this Local.

- 1. BE IT RESOLVED: That the Station Master shall be instructed to pass any operator who holds up any pick for more than thirty (30) minutes; 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 can not be contacted. A member on vacation, off sick or on their day off (while the pick is going on) it shall be the duty of each member to keep in touch with the Station 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 (during the pick) who fails to keep in touch with the Stationmaster shall be placed before the start of the next day's pick by the Union. Any operator who is on vacation or off on long-term sick when the tables are put up; has the right to bump on their return within seven (7) days.

- 2. BE IT FURTHER RESOLVED: That any member who fails to live up to the above Resolution and therefore has to be placed on a run, shall keep the run upon which he/she has been placed until the next general or line pick and wall bid.
- 3. BE IT RESOLVED: 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 any emergency arises and they are needed.)
- 4. BE IT RESOLVED: That all pieces of work paying eight (8) hours or more and over twenty (20) days duration, be put up for bid, and when it is finished, the operator bumps back on regular work.
- 5. BE IT RESOLVED: That if a member bids a field salary position; they shall in the event of separation from that field salary position be given all seniority as an Operator or as a Mechanic: (NO SENIORITY WILL BE ALLOWED FOR THE TIME SPENT ON THE SUPERVISORY FORCE).
- 6. RESOLVED: A written appeal to all assessments shall be reviewed and ruled upon by the Executive Board.
- 7. RESOLVED: That this Local 820, Chartered in Union City, New Jersey, 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).

8. RESOLVED: Any members may exercise their seniority by passing up a run, and pick the Extra Board on any general pick.
9. RESOLVED: Wall bids; When a run is posted for a wall bid, between general picks, the procedures shall be as follows:
 - a. Runs will be posted for bid on Monday, Wednesday and Friday.
 - b. Runs posted for bid on Monday close eleven (11) a.m. Wednesday. Runs posted for bid Wednesday close eleven (11) a.m. Friday. Runs posted for bid Friday close eleven (11) a.m. on Monday.
 - c. All bids shall have members 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 wall bid while the general pick is going on.
 - e. Wall bids go into effect on Saturday.
10. RESOLVED: Bumps:
 - a. When a member is bumped, off of their run, they will bump as soon as possible.
 - b. The last bump in a week must be completed by eleven (11) a.m. Friday.
 - c. The last operator bumped who has not successfully bumped by eleven (11) 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 their run.

d. There will be no bumps while the general pick is going on.

e. Bumps go into effect on Saturday.

11. BE IT RESOLVED: That all vacations are made into "Vacation Reliefs." These vacation reliefs 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 each for one (1) week in advance plus the week they are working. Exception to this rule; at the beginning of the picks operators shall pick two (2) weeks in advance.

Weekly Order of picking Vacation Relief Board:

First four (4) operators pick Monday. Position one (1) and two (2) pick between six (6) a.m. and twelve (12) noon; Position three (3) and four (4) pick between twelve (12) noon and six (6) p.m.

Second four (4) operators pick Tuesday. Position five (5) and six (6) pick between six (6) a.m. and twelve (12) noon; Position seven (7) and eight (8) pick between twelve (12) noon and six (6) p.m.

Third four (4) operators pick Wednesday. Position nine (9) and ten (10) pick between six (6) a.m. and twelve (12) noon; Position eleven (11) and twelve (12) pick between twelve (12) noon and six (6) p.m.

Fourth four (4) operators pick Thursday. Position thirteen (13) and fourteen (14) pick between six (6) a.m. and twelve (12) noon; Position fifteen (15) and sixteen (16) pick between twelve (12) noon and six (6) p.m.

Fifth four (4) operators pick Friday. Position seventeen (17) and eighteen (18) pick between six (6) a.m. and twelve (12) noon; Position nineteen (19) and twenty (20) pick between twelve (12) noon and six (6) p.m.

Operators who will be out working must leave enough bids to cover themselves. Picks must be finished by Friday six (6) p.m. or operators will be placed.

NO BUMPING PERMITTED ON VACATION RELIEF

12. RESOLVED: The number of operators on the Charter Board is optional; according to the amount of charter type work.
- a. The Charter Board works all charters, specials and tours. Specials include race tracks, MRO's and similar type work (School Buses excluded).
 - b. The Charter Board does not rotate on Charters, but when charters are not available, the Charter Operators ROTATE on the Extra Board. All Charter Operators must have the required eight (8) hours off between charter assignments (ICC regulations).
 - c. Any piece of work that comprises at least five (5) hours, in the charter category; will be considered a charter. This type of work can be hooked up with a tripper or a school bus, to give an operator a full day's work of eight (8) hours or more.
 - d. Days off on the Charter Board are in the combinations of Monday-Tuesday, Tuesday-Wednesday, and Wednesday-Thursday. This is necessary in the event of multiple day charters or tours.
 - e. Charter Board Operators must pick all multiple day charters. Multiple day charters can not be passed off the Charter Board unless a request is being honored.
 - f. It is the responsibility of Charter Board Operators to pick their charters by eleven (11) a.m. at least one day in advance of the work going out. If a Charter Board Oper-

ator fails to pick their own work they shall be placed on the highest paying job by the Depot Master, unless they would be in violation of ICC regulations or the contract.

- g. Operators with special licenses not on the Charter Board can be used if no Charter Operator is available, with the necessary qualifications.
 - h. Legitimate requests for specific operators not on the Charter Board will be honored on one (1) day pieces only. All requests for Charter Operators are honored. The only time that a multiple day request would be honored on charters is:
 1. An Operator has set up and arranged this particular piece of work.
 2. The requesting party has used a particular operator over a number of years for this particular piece of work.
 - i. All full-time operators have the right to volunteer to work charters after the Charter Board has been exhausted, then part-timers shall be used to cover what other charter work is available.
13. RESOLVED: Rules for Rotating the Extra Board:
- a. All pieces of work paying eight (8) hours or more according to the time they finish.
 - b. A.M. roll calls
 - c. A.M. and P.M. Trippers
 - d. P.M. roll calls
- Rotation for the Extra Board will be the same as above for Saturdays, Sundays and Holidays. If you feel that the above rotation is not followed correctly notify your Delegate.

14. RESOLVED: Sick Hold Down Board:

- a. Sick Hold Downs will be worked by the Extra Board by seniority bid.
- b. When an operator is off sick for three (3) days, the operator's run will go up for bid on the Sick Hold Down Board.
- c. Sick Hold Downs go into effect on Saturdays.
- d. Sick Hold Downs shall be worked by the Extra Board until it is determined that the regular operator will not be back to work before the end of the pick, at that time the regular operator's run will be posted for a general bid.
- e. It shall be the duty of each extra operator to check the Sick Hold Down Board to see what work is open and to leave bids for the work they want. If no one bids a Sick Hold Down, the last qualified operator on the Extra Board shall work the Sick Hold Down.
- f. To work a Sick Hold Down the operator must be qualified on the work they bid.
- g. Extra Board Operators who are working a Sick Hold Down run can exercise their seniority and bid, if another Sick Hold Down run goes up for bid.
- h. When an operator who is off sick returns to work the Sick Hold Down Operator returns to the Extra Board.
- i. Sick Hold Down bids close on Fridays at 11 a.m.
- j. A Sick Hold Down Clip Board will be established on which Sick Hold Down runs will be posted.
- k. Sick Hold Downs are for runs only, no Hold Downs for Charter Board, Vacation Reliefs, and Days Off on the Extra Board.

15. RESOLVED: Day-off Work Operators:

All operators who wish to work on their days off must sign up two (2) days prior to the day off that they wish to work. An operator who signed the list must check if they want to work line work only, charter work only or all work.

An operator who signs up for charter work or all work will be given charters first, if available. Charters should be booked out by the highest pay first, if possible (i.e., ICC rules, rest time, etc.). Requests on charters will be honored as per the by-laws. Line work should be booked out by time finished, if possible (i.e., ICC rules, rest time, etc.). The day-off list will be run by the Operators Delegate from pick to pick. The list shall rotate by seniority by times worked among the operators who signed up. The Operators Delegate shall supply to the Depot Master the prepared list two (2) 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 okay 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 except Union Officers, if requested to do so by a member.

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.

16. RESOLVED: Operators Overtime Trippers:

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 this resolution.

17. RESOLVED: Day-off and overtime Mechanical Department:

Overtime and day-off work to be rotated on a seniority basis within each classification.

The Mechanical Delegate shall keep a chart to assure that each member received an equal share of their work.

Day-off work: Mechanical department members shall sign up to work on their day off. The list shall be compiled in seniority order within classification. 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 within classification, provided they are qualified to do the assigned work. The Delegate shall have the right to move up one classification at the completion of the rotation of overtime before starting over again. If a member refuses to work overtime when it is their time to work they will be credited as working and the rotation shall continue.

The exception to this rule is when a member has started a job before his regular day has ended, they shall continue that job until it is finished if they so desire.

18. RESOLVED: Maintenance Department Picks — Amended 1995:

1. General picks/vacation picks: The picks shall be posted for viewing by the membership for a period of seven (7) days. A seniority roster by classification shall be posted with the pick.
2. The pick shall be posted by classification (i.e., Mechanic "A", Repairman, Service person, etc.).

3. Each classification shall pick independent of the others and the picks shall be in written form; showing the job number/vacation weeks and signed by the member or a Union Official.
 4. The pick day shall run from 6:00 a.m. to 6:00 p.m. daily, Monday through Friday. NO PICKING ON SATURDAY, SUNDAY OR HOLIDAYS. Each Repairman shall have six (6) hours to pick, all other classifications shall have twelve (12) hours to pick their assignments or vacations.
 5. If a member is not working at their pick time, for any reason, they shall leave bids for the assignment or vacation they want. If a member fails to pick or leave bids they will be placed. The Union will place you on the next day before the start of the days pick on an assignment/vacation as close to the assignment/vacation you are currently enjoying. You will remain on that assignment/vacation until the next General Pick, Bump or Vacation pick.
 6. It is the duty of each member to keep in touch with the Garage so as to exercise your seniority in the proper manner.
 7. A member off sick or on long-time illness (30 days or more) shall be placed following past practices.
 8. The Union will make every effort to reach members out sick or on vacation before placing them. It is the member's responsibility to keep the Union current on addresses and telephone numbers.
 9. There will be no bumping permitted.
19. RESOLVED: No Maintenance Department member shall be allowed to change their vacation unless they can do so without affecting any other member's seniority as per the contract.

20. RESOLVED: If a service person moves up to Repairman but fails to qualify, the member shall return to their former position as soon as possible. This shall be done by having a bump pick by seniority. All changes of jobs or shifts should take effect on Saturdays.
21. RESOLVED: If the Company posts a new Maintenance Department position it shall be posted for wall bid and may be bid on by any eligible member and awarded to the member with the most company seniority as per the contract.
22. RESOLVED: That the Maintenance vacation and sick relief members shall cover exactly that which the names imply. This is to cover all vacations and sick positions plus military leaves, jury duty, etc. as per contract.
23. RESOLVED: If an Operator accepts a position in the Maintenance Department for any reason they shall not carry their bidding seniority with them but will start at the bottom of the maintenance seniority roster, the same as if they bid a field salary job. (No bidding seniority can be carried when crossing units).
24. RESOLVED: Field Salary day-off and overtime work.
- a. Overtime and day-off work shall be divided as evenly as possible among the members within the unit based on seniority by rotation.
 - b. P.A.B.T. Station Starter day-off list shall be rotated by seniority and times worked. The list shall start anew every six (6) months in January and June.
 - c. P.A.B.T. Ticket Agents overtime and day-off work shall continue based on their current practices until such time as members decide to change same.
25. RESOLVED: That any full-time officer upon their retirement shall receive a payment of Five Hundred Dollars (\$500) as a retirement gift from the members of this Local.

26. RESOLVED: That any member of this Local who accepts a position in management shall have no more than Thirty (30) days to return to the unit without loss of any seniority. If a member stays in management more than Thirty (30) days and then returns to the unit they shall receive no seniority at all and shall fall in as the last person on the seniority list.
27. RESOLVED: That the operators vacation pick shall be conducted in the following manner. The pick should be run during the months of October and November. It is the responsibility of the operators to keep in touch with the Garage for the purposes of picking their vacations, 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 the contract.
- a. The pick day shall be from 7:00 a.m. to 5:00 p.m.
 - b. Each Operator shall have one designated hour in which to pick their vacation or to leave bids.
 - c. 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 days pick. Operators shall be placed by Union Officers. The Union will make every effort to reach operators, out sick or on vacation, before placing the operator on vacation weeks. There will be no bumping permitted.
 - d. The Company under the contract determines the amount of weeks open for bidding. They have the right to close off weeks to cover anniversary dates. During the pick, as each operator with anniversary dates picks, additional weeks shall be opened by the Union to let each operator exercise their seniority in the proper manner.

28. RESOLVED: If a member who has requested arbitration and the Local is pursuing the case, the member must advise the Local not less than ten (10) days prior to the hearing if they wish 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.

29. RESOLVED: Service person to "C" rate Repairman.

- a. That when a service person moves up to become a repairman and is moving through progression "C", "B" and "A" rate, the following system shall be used; the Company will assign a "C" rate slot for a two (2) month period on each shift, so that the new repairman may have the time to learn the duties and responsibilities of the job. The Company shall then post a position for "B" rate for six (6) months until the repairman reaches "A" rate status, at which time they shall pick strictly by seniority.

STANDING COMMITTEES

1. There shall be appointed by the President the following committees; The Good and Welfare Committee and the Resolution Committee and as many more as the membership shall deem fitting and proper for the best interests of this Local.
2. The Executive Board shall act as the Resolution Committee for the purpose of receiving and examining all resolutions before presentation of same to the membership of this Local for adoption.
3. The Resolution Committee shall examine all resolutions presented as to their authenticity and propriety as to their benefits to the Local and the Members of this Local.
4. The Good and Welfare Committee shall consist of five (5) members whose duty it shall be to do that which the name of this committee implies; namely to see to the good and welfare of the members of this Local. It shall be their specific duty to visit all sick members, whether at home or in the hospital. Visit together with the Officers of this Local, all families of deceased members and arrange for the membership to pay their respects to the departed.
5. The Committee shall be responsible for the social activities of this Local and shall hold at least one affair annually.

ORDER OF BUSINESS FOR LOCAL 820, A. T. U.

1. All members of Local 820, Union City, New Jersey, 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 by-laws shall be replaced, altered, annulled or suspended unless by a proposal in writing, presented to the Local at one (1) regular meeting previous to the discussion of said resolution. The resolution shall be posted on the Union Bulletin Boards for one (1) month previous to the discussion and when and if two-thirds (2/3rds) 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".

Revised by By-law Committee and adopted by Members on March 5, 1949; Revised by By-law Committee and adopted by Members on July 23, 1954; Revised by By-law Committee and adopted by Members on July 28, 1967; Revised by By-law Committee and adopted by Members on August 23, 1986; Revised by By-law Committee and adopted by Members on June 26, 1992; Revised by the By-law Committee and adopted by Members on May 22, 1998; Revised by the By-law Committee and adopted by Members on October 25, 2004.

Any and all resolutions not included in the revisions of these by-laws (Effective October 2004) shall be null and void.

ORDER OF BUSINESS OF LOCAL MEETING

1. Call to Order by President
2. President or Designee Examines Members Present
3. Roll call Officers
4. Reading of Minutes of Previous Meeting
5. Reading of Financial Report Plus Other Financial Business
6. Reports of Officers
7. Initiation of New Members *
8. Propositions for membership *
9. Reports of Delegates, Standing and Special Committees
10. Unfinished Business
11. New Business and Welfare of the Local
12. Nomination and Election of Officers *
13. Installation of Officers *
14. Adjournment

* **NOTE:** Order of business not normally used at all meetings

NOTES: