

## **ARTICLE I: NAME**

The organization will be known as the Amalgamated Transit Union Local 1384 and will be headquartered in Kitsap County, Washington.

## **ARTICLE II: MISSION OF THE LOCAL UNION**

The mission of Local 1384 shall be: Establish order to promote union principles that protect members' rights through collective bargaining. This includes the establishment of competitive contracts, arbitration and settlement of labor disputes or differences between members and the employer. The Officers and Stewards will honor their Duty of Fair Representation.

We promote continuing education for officers, stewards, and the members at large to achieve this mission. We provide these protections and benefits to all our members regardless of race, religion, creed, sex, sexual orientation, age, disability, citizenship or nationality.

These bylaws lay down rules established by the membership by which the business of Local 1384 shall be conducted with reference to, and not excluding, the International Constitution and General Laws of the Amalgamated Transit Union (IC&GL). Where not otherwise stated in these bylaws or the IC&GL, Roberts's rules of Order will prevail. We recognize that all questions before the local are subject to the will of the membership.

## **ARTICLE III: OFFICERS OF LOCAL 1384**

The Executive board will be comprised of the Regular and Executive Board officers as follows: President/Business Agent (P/BA), Vice-President/Assistant Business Agent (VP/ABA), and Secretary/Treasurer (S/T). There shall also be elected three (3) Executive Board Officers comprised of one from Routed, one from Access, and one At Large. The Executive Board shall be the Regular and Executive Officers listed above, of which the P/BA will be the chair.

## **ARTICLE IV: NOMINATIONS AND ELECTIONS**

- A. The Local shall regularly elect all Officers for terms of three (3) years, which shall run concurrently, beginning with the new term. The regular election shall take place on or before June 25<sup>th</sup> in accordance with the IC&GL and these bylaws. Local 1384 affirmatively declares that no meeting attendance requirements shall be applied as a condition of eligibility to run for office.
- B. Nomination of Officers shall take place in April of each election year, and notice to that effect shall be posted on all bulletin boards at least ten (10) days before such time. Newly elected Officers shall take office on July 1<sup>st</sup> of the election year.
- C. In order to be eligible for office, a candidate must have been in continuous good standing in the Local 1384 for a minimum of two years (2) years prior to being nominated, and must have complied with the IC&GL and these bylaws. For the designated Executive Board positions (Routed and Access) the nominee must be from the respective bargaining unit, however all members will vote for all positions.

- D. The P/BA shall appoint an Election Committee of at least three (3) members in good standing who are not candidates for any office. The Election Committee will conduct the Election of Officers in accordance with the IC&GL and these bylaws.
- E. The name of the nominee shall be placed on the ballot in alphabetical order. The distribution and collection of ballots shall be under direct supervision of the Election Committee.
- F. In all cases where there are more than two (2) nominees for any office, and no one nominee receives a majority of the ballots cast for the particular office, a run-off election shall be held between the two receiving the largest number of votes. Such election must be held within thirty (30) days after results have been determined.
- G. Balloting shall be in person by members in good standing. There will be no proxy or absentee balloting allowed.
- H. Each candidate has the right to have an observer to be present at the counting of the ballots.
- I. Any member eligible to vote may contest the outcome of the election within ten (10) days. Such controversy shall be referred to the Executive Board at their next meeting for a recommendation to the Local Union Membership at the next regular meeting, for a final decision.

### **ARTICLE V: SUCCESSION OF OFFICERS**

Succession of Officers in case of illness, resignation, quitting the services, death or in any case where an office is vacated prior to the regular election of Local Officers will be as follows:

- A. In case of a vacancy in the P/BA, the VP/ABA will automatically become P/BA, if less than one (1) year remains in the term of office. For a vacancy in the VP/ABA or S/T position the Executive Board will elect an individual to fill the position for the unexpired term of office, if less than one (1) year remains in the term.
- B. If more than one (1) year remains in the unexpired term of any officer, The P/BA will hold an election to fill the unexpired term. If any member accepting a nomination for Office in Local 1384 is already an Officer, they must submit their resignation from their current position, in compliance with Section 14.10 of the IC&GL, to the opening session of the nomination meeting for the new office and thereafter any such additional vacated offices shall be included in the interim election. All such resignations shall be effective upon completion of the election process.

### **ARTICLE VI: DUTIES OF OFFICERS**

Duties of all officers shall include and be consistent with the International Constitution and General Laws found in Section 13, and shall be bonded as required:

- A. The P/BA shall:
  1. Preside over all meetings of Local 1384, ensure all officers perform their respective duties, and appoint all committees not otherwise provided for.
  2. Decide all questions of order, subject to an appeal to the membership.
  3. Be allowed to vote in all secret ballot issues, however otherwise may only vote to make or break a tie.
  4. Be the Chief Executive Officer of Local 1384, managing the day to day business.

5. Be authorized to resolve questions of Contract interpretations, however is cautioned to consult the membership on questions that effect issues of wages, hours, or working conditions. Material changes of benefits should be ratified by the membership.
6. Be an authorized signor on the Local's accounts.

B. The VP/ABA shall:

1. Preside over those meetings where the P/BA is not able to attend.
2. Stand in for the P/BA as assigned by the P/BA as needed.
3. Assist the P/BA in performing the duties of the Local when and as assigned by the P/BA.
4. Be an authorized signor on the Local's accounts.

C. The S/T shall:

1. Keep a true and proper account between the Local and the members.
2. Collect all moneys due the Local and deposit such money in the Local's bank account.
3. Draw upon the accounts only by checks signed jointly with the other authorized Regular officer(s) for the payment of such bills as are authorized by the Local, or legally ordered paid.
4. Keep accurate membership rosters and make periodic reports as required.
5. Keep summary minutes of the Local's meetings, and maintain the final approved minutes, signed by both the S/T and Presiding Officer, in a designated "minutes binder" housed in the Local's Office.
6. Maintain accurate records of all bylaw changes in a binder housed in the Local's Office.
7. Participate fully in any financial audit of the Local's books/records.

D. By virtue of their office (or as designee of):

1. Delegates to International Convention in order:  
     President/Business Agent  
     Secretary/Treasurer
2. Northwest Joint Conference Board:  
     President/Business Agent  
     Vice President
3. Northwest Joint Conference Planning (Winter Session):  
     President/Business Agent
4. Washington State Labor Council:  
     President/Business Agent  
     Secretary/Treasurer
5. Legislative Conference Board: (Washington)  
     President/Business Agent
6. Central Labor Council:           Executive Board Members.

E. Executive Board Officers (EBO) shall:

1. Meet monthly to provide guidance and leadership on issues before the Local.
2. Establish Administrative Policies for efficient operation of the Local Union Office.
3. Review the financial records monthly and report/recommend to the membership.
4. Annually prepare a basic budget for the coming calendar year.
5. Upon a majority vote of the Executive Board, recommend actions to the membership, which shall become binding if the membership meeting does not have a quorum to answer the question.
6. Keep local bulletin boards current with both optional as well as required postings.
7. Solicit issues of interest from the membership.
8. Promote issues of collective bargaining and labor practices.
9. Attend local Labor Council meetings unless excused by the P/BA.
10. Participate as requested in New Employee Orientation.
11. Assist the Regular Officers as delegated.

#### **ARTICLE VII: SHOP STEWARDS**

A. The P/BA will appoint all individuals designated as a shop steward subject to approval by the membership. All shop steward positions will be of equal value. The P/BA will designate one steward in each bargaining unit as Chief Steward. The P/BA may remove a shop steward at any time subject to the review of the membership. If a Union Officer or steward applies for a Management Position they are required to suspend themselves from their Union Office/duties until the selection process is completed.

B. Executive Board Officers must first be appointed as a steward before assuming any steward duties. Officers are not required to be stewards.

C. All stewards are expected to participate in available training, keep accurate records of representation, consult contracts and policies related to issues in question, and to file timely grievances where these issues are not otherwise resolved informally.

D. Stewards are authorized reimbursement for authorized time loss representing members before management. Labor Law recognizes that the steward is granted protected legal status when engaged in representational activities, and are considered equals of management.

#### **ARTICLE VIII: OFFICERS & STEWARDS RESPONSIBILITIES**

A. Each Officer and/or steward shall perform their duties in compliance with these bylaws and the IC&GL as well as statutory and case labor law. They shall not assume authority or responsibility or incur expenses to the Local, except as provided by these bylaws the IC&GL, or by the vote of the membership.

B. Officers are required to attend all regular Local 1384 union meetings and any Officer missing three consecutive meetings without being excused by the P/BA shall be open to charges for nonfeasance. Officers desiring to resign shall first submit their resignations to the Executive Board of the Local. The Executive Board shall recommend to the membership regarding the

acceptance of the resignation; but no resignation shall be accepted so long as all of that officer's accountable responsibilities are not properly adjusted with the Local.

- C. Stewards are encouraged to attend meetings, and are required to report the outcome of grievances or disputes they handled.

## **ARTICLE IX: SALARIES-LOST TIME & EXPENSES**

### **SECTION I** **P/BA**

- A. The P/BA salary shall be computed by adding the top represented hourly rate annualized at 2080 hours wage plus 15% per year. This recognizes that the salary will adjust at the same rate as the top wage negotiated for the membership.
- B. The Local Union will meet the employer's obligation and the P/BA will meet the employee's obligation for:
  - 1. Contract benefit contributions to include but not limited to: Retirement, Medical, Dental, Life and any supplemental life insurance.
  - 2. Statutory obligation to include, but not limited to Social Security, IRS, Unemployment Compensation and State Industrial insurance.
  - 3. Any additional benefit accorded the general membership shall be provided.
- C. Leave: The P/BA shall accrue leave at a rate equal to that which they would have accrued working for the parent transit system. No more than 80 hours may be taken in the last month of the current term of office. If re-elected, a maximum of 80 hours may be carried over into the new term. If not re-elected, there will be no buy back of any unused leave.

### **SECTION II** **VP/ABA & S/T Compensation**

The VP/ABA and the S/T shall receive compensation for time loss performing authorized Union business at an hourly rate equal to the P/BA (top negotiated hourly rate plus 15%). Any additional expenses shall be subject to approval of the P/BA and S/T.

### **SECTION III** **Other time Loss**

Any other union member who is authorized for time off for union business by the P/BA shall be paid for any lost wages. Any other expenses shall be subject to approval by the P/BA and S/T.

**SECTION IV**  
**Travel expenses**

Expenses incurred under authorized union activity shall be paid in accordance with the Washington State Office of Financial Management (OFM) Rates<sup>1</sup>, as follows:

- A. Mileage other than the regular commuter mileage shall be paid at the current POV rate.
- B. Other modes of transportation for authorized travel shall be paid at the lowest practical available rate.
- C. Per-diem shall be paid for meals not otherwise included in authorized travel, at the rates published by OFM.
- D. Lodging will be authorized for up to the published rate, or the rate negotiated for any specific conference lodging.

**SECTION V**  
**Other expenses and fees**

- A. The union shall pay:
  - 1. The office rent and utilities.
  - 2. Other authorized routine expenses to conduct daily union business such as purchase of office supplies, and contract services.
  - 3. All fees and expenses authorized for training, conferences, and other approved activities.
- B. Extraordinary and unusual expenses shall require the membership's approval.
- C. The union will maintain one general credit card for use by regular officers for authorized approved expenses stated above. The President/Business Agent will maintain custody of the card.

**ARTICLE X: ENTRANCE REQUIRMENTS TO THE LOCAL**

- A. All employees joining Local 1384 must make application on forms supplied by the International and also sign a dues authorization card.
- B. The initiation fee for new members shall be two hundred (\$200.00) to be paid in whole as per agreement with the S/T within twelve (12) months of Union membership. If a member of Local 1384 is discharged from employment within the probation period, the S/T shall refund any monies paid toward the initiation fee. Exceptions to these fees may be made as determined by the Executive Board in cases of hardship.

---

<sup>1</sup> [www.ofm.wa.gov/policy/10.pdf](http://www.ofm.wa.gov/policy/10.pdf)

## **ARTICLE XI: DUES AND ASSESSMENTS**

- A. Local Dues shall be 1.8% of the gross monthly earnings per month and shall cover any loss of dues on behalf of members listed in paragraph E. below, plus the per capita tax of the International Union.
- B. Each member, and non-member fee payer, shall be assessed five (\$5.00) dollars per month, to be deposited into a dedicated Legal Defense and Arbitration Fund. This assessment shall commence when the dedicated fund drops below thirty-five thousand (\$35,000.00) dollars and will cease when the dedicated fund reaches a cap of fifty-thousand (\$50,000.00) dollars. This fund shall be used to pay the legal costs for defense and arbitration expenses.
- C. Special assessments may be levied only after proper notice, and being read at the membership meeting.
- D. The Local adopts the International Amalgamated Transit Union statement of law and procedures concerning union security objections to apply to its total dues and fees.
- E. A member may be exempt from paying dues if they are no longer receiving a check from the employer because of a sickness, injury, or termination when the member is challenging the termination through the Local Union.

## **ARTICLE XII: ARBITRATION**

- A. Prior to any grievance being submitted to arbitration, the question must be submitted to the Membership for their approval.<sup>2</sup> Approval to submit the grievance to arbitration will also authorize the P/BA to direct the S/T to disburse the actual costs preparing for and/or submitting the grievance for arbitration from the dedicated Legal Defense and Arbitration Fund assessed to each member as provided in Article XI, B. of the Bylaws of Local 1384.
- B. Interest Arbitration is required by Washington State Law when the Union and Management are declared by the designated Interest Mediator to be at Impasse. Only those items that are mandatory subjects of collective bargaining, or those items agreed to negotiations by the parties as permissive subjects, are allowed to be taken into arbitration. There is no vote of the membership allowed on this subject.

## **ARTICLE XIII: GRIEVANCE**

All grievances must be filed and dated in the Local Union office. A copy of all grievances filed with management will be date stamped and a copy forwarded to the Local Union Office, and other pertinent parties' as determined as the grievance process continues. The disposition of the case shall be noted or attached to the original grievance, and reported to the membership.

## **ARTICLE XIV: AMENDMENTS TO THE BYLAWS**

---

<sup>2</sup> A request for the grievance Arbitration panel or equivalent may be made to conform to contract timelines.

- A. An amendment to these bylaws shall first be submitted in writing to the Local, read, laid upon the table, and then posted at each property. It will then be read and voted on at the next regular meeting. A two thirds (2/3) majority of votes cast shall be required to adopt the amendment if adopted at a regular meeting, or by a simple majority of the votes cast if carried to a referendum vote of the Local.
- B. The S/T shall keep a strict record of all amendments to the Local Union's bylaws.
- C. A specific amendment or addition to the bylaws (or words meaning the same) after having been presented to the Local and acted on in the regular manner, shall not be re-submitted within six (6) months unless it has been recommended by a majority of the Executive Board to re-submit the proposition to the membership.

#### **ARTICLE XV: CONTRACT COMMITTEE**

The contract committee for contract negotiations shall be the P/BA or designee, and a minimum of two representatives from the bargaining unit where their collective bargaining agreement is to be negotiated. The Committee is required to provide periodic reports to the membership on the progress of negotiations.

#### **ARTICLE XVI: MEETINGS OF THE LOCAL,**

- A. The monthly Charter meeting will be held in Kitsap County, Washington. The meeting will be held on the second Sunday of each month. They will be announced on the bulletin boards at least seven (7) days prior to the meeting day. However, holidays and the like may change the meeting dates from time to time. Charter Union meetings are open to all members of Local 1384.
- B. The P/BA will call special meetings when/where deemed necessary. Notice of special meetings shall be posted at least forty-eight (48) hours before the meeting is to be held and the business to come before the meeting must be specifically stated.
- C. The Executive Board shall meet monthly, prior to the monthly Charter meeting or as determined by the Executive Board. A majority of the Executive Board (4) shall constitute a quorum to do business.
- D. An accumulative total of ten (10) members from the Charter meeting(s) shall constitute a quorum of Local 1384. Lacking a quorum, the Executive Board vote on the subject shall prevail.

#### **ARTICLE XVII: RULES OF ORDER**

A. The rules of business for each meeting shall be as follows, and any member wishing to bring a question before the Local shall bring it up in the proper order. On motion, the regular order of business may be suspended by a two thirds (2/3) vote of the meeting at any time to dispose of urgent business.

1. Call to Order
2. Roll Call of Officers
3. Reading of minutes of previous meeting
4. Initiation of New Members
5. Communications
6. Bills: Receipts and Expenditures
7. Reports of Officers, Executive Board, Delegates, and Committees
8. Unfinished Business
9. New Business
10. Welfare of the Body
11. Nomination and Election of Officers
12. Installation of Officers
13. Adjournment

B. Any member who wishes to speak will arise and address the Chair, and be recognized before speaking. They will confine their comments to the question/issue before the house and avoid personalities. As such no member shall be rude or disrespectful of others.

C. No person shall speak more than once on the same subject until all the members desiring the floor have been heard, and not more than twice without the consent of the Local with a limitation of three (3) minutes.

D. A **simple majority vote of the members present** shall decide all questions except as otherwise provided for in the IC&GL, these Bylaws and Robert's Rules of Order, which shall be the parliamentary guide for the Local. Therefore, for a motion to carry, abstentions are counted in the number of members present, but not in favor of the motion.

E. The Presiding Officer shall form all questions for voting in an affirmative/positive format.

### **ARTICLE XVIII: Steve Uhinck Benevolent Fund Accounts**

There shall be benevolent benefits established within Amalgamated Transit Union Local 1384:

A. In the event of member's death, in order to provide for the member's family, the benefit shall be five-hundred dollars (\$500.00). This is not a funeral benefit, but a cash benefit to the member's family in order to help provide for their financial security. This benefit is not connected to that of the International ATU, however payment will be made from the general fund when approval of eligibility for the International funeral benefit is made by the ATU International, as follows:

1. For members in good standing of Local 1384 after one (1) year of continuous membership in Local 1384, or after one (1) year of continuous payment of required non member fee payers of Local 1384, provided they have complied with the laws of the Union.

2. Claims shall be made to the S/T and forwarded for approval to the P/BA. The application shall be attested to by a notary public complying with the laws and instructions upon the same and include the death certificate issued by proper authorities. Upon approval of payment by the P/BA, the S/T will arrange for dispersal of said funds. If the P/BA refuses a claim, the claimant(s) shall have the right to appeal to the Local 1384 membership. The decision of the membership shall be final and binding. For method of and eligibility for payment, this Local Union will abide by Section 27.9 of the International Constitution and General Laws of the International Union.
3. This is not an insurance society, but a trade union established to promote wages, working conditions and better the environment of its members and nonmember fee payers. Local 1384 does not maintain a segregated account for this purpose. Local 1384 reserves the right to suspend this benefit at any time, if the payment of benefit would result in financial stress or hardship of the Local Union.

B. The membership may also authorize disbursement of segregated funds, held in a segregated account, to members unable to work due to significant illness/injury where no other benefits are received, or other specific hardship occurs. The funds for these purposes shall be raised by voluntary donation, and annually at the annual Steve Uhinck, Local 1384 picnic.

1. These volunteer segregated funds do not represent any guarantee of benefit authorization.
2. The S/T shall track and report the balance of funds.
3. Any member may recommend a voluntary fund drive for a specific need.
4. Any member may apply to be considered for benefit authorization.

This is a true and accurate copy of Local #1384 Bylaws, amended this 9<sup>th</sup> day of August, 2007 with an effective date of October 1, 2007.

---

President/Business Agent

---

Secretary/Treasurer Appointee