

BY-LAWS



AMALGAMATED TRANSIT UNION LOCAL 966 THUNDER BAY, ON

AS AMENDED
March 9/2022

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THE PREAMBLE

The strength of ATU Local 966 is based on solidarity and respect among workers. We commit ourselves to the goals of worker democracy, social justice, equality and peace. We are dedicated to making the lives of our workers and their families safe, secure and healthy.

We believe that every worker is entitled, without discrimination, to a job with decent wages and working conditions, union representation, collective bargaining, a safe and healthy workplace, and the right to strike.

It is proposed to promote the success of the Local Union, and to advance the interests of its members, in conformity with the principles which regulate the human action, among which are duty, truth, and justice, by securing the formulation of policy and the direction is permitted and controlled, and which enable executive action to be kept within legislative authority while giving the Executive the scope necessary for efficient administration.

It is proposed to secure the ends, progressively, upon resolutions adopted after debate and deliberation by the Local Union, by collective bargaining, negotiations, conciliation, arbitration, or any other method consistent with the maintenance of the best interests of this Local Union in particular.

Its is proposed to define the rights of the members of this Local Union as these rights are, or may be, established by law and to co-operate with all persons charged with the responsibility of administration of any office or offices concerned with the preservation of these rights.

It is proposed moreover, to provide opportunity for the Local Union to assist in the establishment of order, in the assurance of harmony, in the securing of the blessing of friendship and the advantage of equality among men.

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

Words importing the singular number or the masculine gender shall, unless the context otherwise requires, include the plural of the feminine gender as the case may be and vice versa.

We believe that we, as members of society, are entitled to basic human rights, political freedom, quality public service, good democratic government, a safe and sustainable environment, a just and equitable society, in a peaceful world. We believe that diversity in our society must be protected, promoted and celebrated. We believe that every worker is an equal member of the human family, regardless of gender, gender identity, colour, creed, ethnic origins, disability, sexual orientation or age. We stand against abuse of human rights in our workplaces, our communities, our country, and around the world. ATU Local 966 is the voice of our members promoting their interests in the community, nationally and in international forums. We speak out for our affiliates and their members to employers, governments and the public to ensure the rights are protected and expanded.

BY-LAWS

ARTICLE 1 - CANCELLATION OF BY-LAWS

The by-laws set forth, shall supersede and cancel all previous by-laws. These by-laws shall be reviewed each election year, within six (6) months after the election. All by-laws shall be made or amended in accordance with section 13.2 of the Constitution.

ARTICLE 2 - NAME

This Local shall be known as Amalgamated Transit Union Local #966.

ARTICLE 3 - DEFINITIONS

In these by-laws:

CONSTITUTION- shall mean the Constitution and General Laws of the Amalgamated Transit Union.

BY-LAW- shall mean any one of the Articles which make up these by-laws.

LOCAL UNION- shall mean Amalgamated Transit Union Local #966.
COMPANY- The Corporation of the City of Thunder Bay.

ARTICLE 4 - SUPREMACY OF THE CONSTITUTION

The Constitution shall, at all times and every way, have precedence over the By-Laws of the Local Union, and if there be any conflict between the Constitution and the By-laws, the Constitution shall govern.

ARTICLE 5 - PURPOSE

The purpose of this Local Union shall be consistent with and based upon the statement known as the Preamble.

ARTICLE 6 - MEMBERSHIP

Membership of this Local Union shall be limited to those persons who meet the qualifications of membership stated in the Constitution and who have been duly admitted to the membership through this Local Union.

ARTICLE 7 - RIGHTS OF MEMBERS

RETENTION OF MEMBERSHIP – RETIREES:

Members retiring on a pension will be recognized by the Executive with a token of appreciation for their years of service with this Local Union. They shall have a voice but no vote on matters affecting the Local, other than the Election of Officers or Convention Delegates.

Retirees are responsible for paying their monthly Per Capita Tax as determined by the International Union office and as set out in the Constitution Section 21.9 to remain a member in good standing.

TEMPORARY MANAGEMENT POSITION:

Members, who accept positions in management of the Company and retain their membership and remain in good standing with the Local Union by payment of dues, fines and assessments, shall have their seniority rights protected if they return to their former position within six (6) months only. This is a one-time occurrence only.

While in temporary or supervisory position they shall have no voice or vote in the affairs of the Local Union and shall not attend regular meetings.

No member who holds an elected position in the Local Union will be permitted to apply/bid/accept a management position unless he resigns from that elected position.

GRIEVANCE PROCEDURE:

All grievances will be processed as outlined in the Collective Agreement. When a grievance reaches the final step before arbitration, the President of the Local Union will be notified by the Chairman of the Grievance Committee and the President will then further pursue the grievance.

When a member has a complaint or issue against another member or with the Local Union the following steps shall be followed:

1. Member takes grievance to Shop Steward.
2. Member writes or appears before the Executive Board.
3. Member appeals to the General Meeting.
4. Member takes appeal decision to the International Union. As per Section 22: Trials, Appeals and Grievances in Constitution and General Laws.

LOST TIME:

All officers, delegates to conventions, and members doing work for the Local which requires absence from duty, shall be paid for lost time. All lost time will be paid at Operators current top rate of pay for all officers, delegates and members doing work for the Local).

ARTICLE 8 – DUES:

The method by which dues may be received shall be determined by the President and Financial Secretary, subject to any agreement which may exist between the Union and the Company.

Any change to the amount of dues, in method or in time or receipt shall be made only at a General Meeting of the Local Union and then only upon Notice of Motion given specifically.

The Initiation Fee for new members shall be sixty (\$80.00) dollars.

Dues for active Members and non-Members shall be the equivalent of two and a half (2.5) hours pay per month (calculated at the Transit Operators rate of pay), plus per capita. Per capita shall be increased as per the Constitution.

All dues paying members of this Local Union shall contribute ten (\$10.00) dollars per month to a Defence Fund to be used for costs associated with arbitrations or any other legal matter for the defence of the Local Union and any information requested by the Executive Board to defend a member.

Retirees are responsible for paying their monthly Per Capita Tax as determined by the International Union office and as set out in the Constitution Section 21.9 to remain a member in good standing.

Failure on the part of any Member to pay dues in accordance with these By-Laws and the Constitution shall result in loss of Benefits. Further, such Member shall be required, if in default, on recall after twelve (12) months, to once more pay initiation fees.

Any active member who is in arrears of paying union dues by the 15th day of the month will be considered “not in good standing” as per the Constitution.

Loss of seniority and a 25% fine will result if full payment is not made before the first day of the next month. The outstanding balance owing plus the 25% fine may be assessed through payroll deduction by the Financial Secretary. Loss of seniority will continue for one month after payment is made in full.

Any member who is currently away from work due to illness, maternity leave, leave of absence, bereavement, **WSIB** or other legitimate reason must pay the union dues owing and must make arrangements with the Financial Secretary for an acceptable schedule of payments. Such payments must be made on time. The fine may be waived for those who are not working due to illness, leave of absence, maternity leave, bereavement or other legitimate reasons providing.

An acceptable schedule for full payment of dues is negotiated and approved by the Financial Secretary.

Such payments are made on time as per the approved schedule of payments.

When a Member is on Long Term Disability (LTD), and no longer paying Union Dues, the Member shall have the option to make arrangements with the Financial Secretary to pay Dues while absent to remain an active Member. If the Member chooses to do this, they shall continue to accrue Seniority while disabled. If the Member opts out of continuing their Dues while disabled, the Member will be considered not active and the Local Union will continue to pay the Members per capita to ensure their Death Benefit from the International Union, however their Seniority will not be accrued while disabled and will be based on years of service. The Member shall make this decision at the time, or prior to going on LTD and cannot be changed or reversed once finalized. Members opting to pay Dues shall be subject to all other sections of Article 8 of the By-Laws.

ARTICLE 9 - RESPONSIBILITY FOR CHANGE OF ADDRESS

A member is required to keep the Financial Secretary informed of his place of residence, in accordance with the Constitution.

ARTICLE 10 - MEETINGS

The regular meeting of the Local Union shall be held on the first Wednesday of the month, at 10:00 a.m. and 7:00 p.m. The morning and night sessions shall constitute one meeting. All Local Union grievances must be submitted in writing prior to the meeting. Notice of the meeting shall be posted at least three (3) days before the meeting date.

ARTICLE 11 - ORDER OF BUSINESS OR REGULAR MEETINGS

Where no by-law is provided, covering any point in contention, the Constitution shall be the guide; however, where not otherwise provided Roberts Rules of Order shall govern the meetings of the Local Union. Twelve (12) Members, including the Executive Board shall constitute a quorum for a Meeting. The Roll Call book shall be closed one (1) hour after the official time for which the Meeting was called to order.

AGENDA

1. Call to Order by the President.
2. Roll Call of Officers.
3. Reading of the Minutes.
4. Initiation of New Members.
5. Communications and Bills.
6. Reports of Officers and Committees.
7. Unfinished Business.
8. New Business.
9. Nominations and Election of Officers.
10. Installation of Officers.
11. Adjournment.

Any member who wishes to speak will rise and address the chair. He will confine himself to the question before the house and avoid personalities.

No motion will be debated on, until stated by the Chairman.

No motion shall be in order to amend the minutes unless some error of fact contained therein.

When a question is before the Local Union no motion shall be received except the following, which take precedent in the order named: To adjourn; to lay on table; to reconsider, for previous questions; 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 negative. No motion or proposition on a subject other than that under discussion will be admitted under the colour of the amendment.

When a motion has been carried, any member voting with the majority may move for reconsideration thereof, but no discussion of the main motion shall be allowed. No person shall speak more than once on the subject until all members desiring the floor have been heard, and not more than twice without the consent of the assembly.

The President shall be privileged to debate on all subjects by calling the Vice-President to the chair, or any other member.

All communications shall be filed without vote unless other action be ordered. A majority vote, that being a majority of Yes or No votes/ballots cast, shall decide all questions, except as otherwise provided for in the Constitution and General Laws, the Local By-laws, or Roberts Rules of Order. (Example: Privileged Motions)

ARTICLE 12 - DISCIPLINE

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

ARTICLE 13 - MOTIONS

Motions shall be given to a regular meeting only. The member moving the motion must attend the meeting and give first reading.

A Notice of Motion must be submitted to the Recording Secretary seven (7) days before the regular meeting and the process of a Notice of Motion be over two consecutive monthly meetings. A Notice of Motion must be advertised on the posting of the monthly meeting notice, stating the notice of motion to be presented and stating this notice of motion will be only read at the first monthly meeting and will be read, discussed and voted on at the second monthly meeting as per the Constitution.

Should such a motion be found to be illegal, the President shall inform the said member. In such cases the member may appeal to the next regular meeting. The debate on such motion shall not take place until the next regular meeting from the first presentation and there disposed of.

ARTICLE 14 - REFERENDUM VOTE

Matters of importance may, by majority vote of the Executive Board, be referred to a referendum vote by the entire Local at a one-time special meeting.

ARTICLE 15 - MEMBERSHIP OF THE EXECUTIVE BOARD

The Executive Board shall consist of four (4) Senior Officers:

1. President
2. Vice-President
3. Financial Secretary
4. Recording Secretary

and up to three (3) members at large:

1. One (1) member from Central Maintenance.
2. Two (2) members from Transit Operations.

The members at large shall act as Shop Stewards. At any time during the term the President has the right to appoint one additional steward for the remainder of the term if the need arises.

ARTICLE 16 - DUTIES OF OFFICERS

PRESIDENT:

The President shall be the chief Executive Officer of the Local Union and shall have general supervision over all the affairs. He shall preside over all meetings of the Local Union, of the Executive Board, and all special meetings. He shall preserve order and enforce the Constitution and the Local Union By-Laws; to see that all officers perform their respective duties and appoint all committees not otherwise provided for; he shall be a member of every committee. He shall decide all questions of order, subject to an appeal to the Local Union. He shall have the right to vote in secret ballot votes at the same time and along with the other members who cast their ballots; otherwise, he shall have the right to vote in case of a tie which there is a standing or hand vote; when he shall decide the vote. He shall enforce all fines and penalties; he shall have the power to call special meetings when requested by one third (1/3) or more of the members in writing; he shall in conjunction with the Financial Secretary sign all cheques and other negotiable papers and he shall perform other duties as are provided for in the By-laws; he shall attend all Conventions by virtue of his office.

VICE-PRESIDENT:

The Vice-President shall perform the duties of the President during the absence of the President. If a vacancy in the office of the President occurs, the Vice-President shall perform the duties of the President until the vacancy is filled by election. While assuming the duties of the President he shall assume all rights and privileges of the Presidency. The Vice-President shall sign all cheques and other negotiable papers in the absence of the President. He shall in the event of sickness or vacation of the Financial Secretary, assist the President in performing these duties and shall report to the Executive Board and membership. He shall be editor of any publication issued by Local Union in and outside the Local Union. He shall attend all meetings and perform the services as assigned to him by the President or the Executive Board.

FINANCIAL SECRETARY:

The Financial Secretary shall attend all meetings of the Local Union and the Executive Board. He shall receive monies and arrange for their safekeeping; he shall be responsible for maintaining adequate and proper records of the finances of the Local Union; he shall present all books, precedents, records, and documents for audit or examination by a person having proper authorization. He shall sign all cheques and all other negotiable papers and documents, in conjunction with the President. He shall make no disbursements without an order from the Local Union attested by the President. He shall in his monthly report give a breakdown of expenditures of all monies received and paid out by him and prepare a statement monthly of receipts, deposits, expenditures, and balances. He shall see that the Local Union is kept in good standing with the International Association forwarding all reports to the General Office. The Financial Secretary shall perform such other duties as are provided in the Constitution and shall exercise the authority and do the duties which may be delegated to him by the Local Union or Executive Board.

RECORDING SECRETARY:

The Recording Secretary shall attend all meetings of the Local Union and the Executive Board. He shall keep correct and comprehensive typed proceedings of all such meetings. He shall be responsible for keeping the record of membership in a form satisfactory to the Executive Board and membership. The membership roll call book shall be under his care and custody. He shall perform other duties as pertain to his office and to deliver to the Local Union at the expiration of his term of office all property entrusted to his care.

ARTICLE 17 - EXECUTIVE BOARD

It shall be the duty of the Executive Board to supervise and direct the management of the Local Union. They may constitute the Grievance Committee and shall investigate all disputes and controversies between the members of the Local Union and the Company and report their findings to the regular meeting of the Local Union. The Executive Board shall be empowered to call special meetings of the Local Union to consider any matter or matters which in the judgement of the Board warrants the calling of a special meeting. They shall have the authority to submit the results of the negotiations on Collective Agreements or other matters of importance to the entire membership for a referendum

vote of the membership to be conducted under conditions and at times and places determined by the Executive Board.

They shall appoint their own time to form meetings. Special meetings shall be called by the President when deemed necessary. The majority of the Executive Board shall constitute a quorum to do business.

It shall be the duty of all officers to attend all regular meetings of the Local Union. Any officer desiring to resign shall first submit his resignation to the Executive Board who, upon accepting his resignation shall then take it to the membership for acceptance. Any Executive Board member desiring to accept a nomination for another office, before his term of office has expired must submit a letter of resignation from his office. Vacancies occurring in the office of the Executive Board shall be filled by the Executive Board pending an election.

A member of the executive board shall attend the funeral of a deceased Member or retired Member of the Local Union.

DONATIONS:

The maximum donation by the Executive Board shall be five hundred (\$500) dollars and an amount in excess of five hundred dollars (\$500.00) will be brought to the membership for a vote to determine the amount.

ARTICLE 18 – COMMITTEES:

All committees appointed by the Executive Board, shall make their report in writing to the regular meeting and shall furnish copies to the Recording Secretary.

Each committee member will receive an honorarium of seventy-five (\$100) dollars annually. To receive an honorarium, committee members must be active on the committee and a Monthly Committee Report Form must be submitted to the Executive Board where applicable.

GRIEVANCE COMMITTEE:

All grievances will be processed as outlined in the Collective Agreement.

1. The Vice President will be chair and shall consist of three (3) other members. One (1) from Maintenance and two (2) from Transit Operations as appointed by the Executive Board.
2. The Committee will be responsible for the inspection of all grievances to see that they are properly filled out. They carry out the first three (3) steps of the Grievance Procedure.
3. The President will be responsible for any grievance which reaches the stage of going to the City Manager or designate.

SICK AND VISITING COMMITTEE:

1. Shall consist of (1) one member.

2. It shall be their responsibility to check daily to see which members are off-duty, due to sickness, disability, or on bereavement leave.
3. Any member who is off duty on bereavement leave will be sent a card of sympathy from the Union **and a \$50 gift card**. This being for the death of a member, **or** their immediate family.
4. Any member of the Local off sick for one (1) month or longer will receive a gift or certificate to the value of fifty (\$50) dollars.

ARTICLE 19 - NOMINATIONS AND ELECTIONS

Nominations of officers shall take place in November, and elections shall be held at the December meeting, for terms of three (3) years, which shall run concurrently. Notice of nominations shall be posted to give at least five (5) days notice for respective offices to be elected. Elections shall be held by the Primary System and Election of Officers shall be by secret ballot. In order to be eligible for any office a candidate must comply with section 14.02 of the Constitution. In case that a member cannot attend the November nomination meeting, his acceptance of nomination will be accepted in writing. Any member wishing to be present when the ballots are being counted shall be privileged to do so. No member shall accept nomination of more than one office. Installation of officers shall take place at the January meeting. Nominations and elections shall be run in compliance with section 14 of the Constitution.

ARTICLE 20 - DELEGATES TO CONVENTIONS:

The President by virtue of his office shall attend all Conventions and Conferences given he meets Section 14.2 of the Constitution. If he does not meet the requirements of Section 14.2 of the Constitution, alternate delegates shall be decided according to Section 6.7 of the Constitution.

TRAVEL:

Delegates who are on Union functions for the Local Union and/or delegates to Conventions, and /or Seminars/Conferences shall receive air fare or equivalent to cover all transportation costs.

Delegates to conventions and/or Union functions shall be given an expense allowance of one hundred \$150 dollars per day for meals, for the actual number of days required to register, travel to and from, and to attend the Convention or Union function. All other authorized expenses must be verified by receipts, excluding alcohol.

Out of country conventions/or union functions will be paid at current exchange rates.

ARTICLE 21 - DELEGATES TO SEMINARS OR CONFERENCES/COURSES

Members who attend all day Union Business, local seminars, conferences, or labour study courses shall be reimbursed for lost time, for cost or registration, and allowed a meal expense of twenty-five (\$25) dollars per day, at the discretion of the Executive Board. All other expenses must be verified by receipt, not to include alcohol. This is for functions held in Thunder Bay.

ARTICLE 22 - LEAVING SERVICE

Any member who resigns his position with the Company can come on any job again, only as a new employee in all respects, except rate of pay and conditions.

ARTICLE 23 - HONORARIUMS FOR OFFICERS

Honorariums per year shall be:

President	Twenty-Seven (27) days per year	216 hours total
Vice-President	Fourteen (14) days per year	112 hours total
Recording Secretary	Twelve (12) days per year	96 hours total
Financial Secretary	Twenty-Seven (27) days per year	216 hours total
Shop Steward	Ten (10) days per year	80 hours total

Honorariums are to be calculated at Thunder Bay Transit Operators rate of pay. The President has the authority to approve expenses or any out-of-pocket expenses incurred for the day-to-day business operations of the Local, up to Five Hundred Dollars (\$500). A gas allowance of Thirty-Five Dollars (\$35) per week will be payable monthly to the President.

Cell Phones:

The Presidents and Vice President cell phone will be paid for in full. All shop steward officers shall receive \$80 per month and Financial Secretary/Recording Secretary will receive \$50 per month.

ARTICLE 24 - SICK BENEFITS

The Local Union will pay all per capita taxes for those members not receiving compensation on sickness (STD/LTD), accident benefits, until such time as that member begins receiving regular benefits or dies or leaves the Local Union. This will ensure membership in good standing for those members. Section 13.21 of the Constitution permits such funds to be set up to take effect January 1, 1990.

ARTICLE 25 – GRANDFATHERING

The Officers and members of the Local Union recognize that the Collective Agreement is

of paramount importance in the relationship between the Employer and the membership. If and when “Grandfathering” provisions are agreed between the parties, the Local shall not relinquish such provisions without the approval of the individual or individuals protected under such provisions or “Grandfathering” clauses. Any proposals to eliminate “Grandfathering” provisions by the Employer will not be included in a settlement recommendation unless it has been previously approved by a majority of the affected individuals.