

**ATU LOCAL 998
GENERAL LOCAL BY-LAWS**

**AFFILIATED WITH
The Amalgamated Transit Union
The AFL-CIO & The CLC**

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**Amalgamated Transit Union
Milwaukee, WI**

Revised January 2009

NAME AND JURISDICTION

This organization shall be known as Local 998 of the Amalgamated Transit Union and shall extend to and include all working men and women, regardless of race, creed, color or nationality, employed in the job classifications, trades and industries as are within the traditional jurisdiction of this International Union and in such other fields of employment, as the Local Executive Board may, from time to time, designate as appropriate for inclusion within the traditional jurisdiction and representation of the Amalgamated Transit Union.

MISSION AND GOALS

Section 1. To secure and defend our rights, safeguard our interests as members, create an authority whose seal shall constitute a certificate of character, intelligence and skill; to secure employment and adequate pay for our work; to reduce the hours of labor and by all legal means to elevate our moral, intellectual and social condition; to encourage the formation of sick, accident, old age and death benefit funds; to encourage the principle practice of conciliation and arbitration in the settlement of all difficulties between labor and capital, establish order, insure peace and harmony, promote the general cause of humanity and brotherly love, and secure the blessings of friendship, equality and truth.

Section 2. Applications and qualifications for membership in this Local shall be in compliance with Section 21 of our International Constitution. It shall be the duty of every member of Local 998 to study and familiarize themselves with the Constitution and General Laws of our International Union and Local By-laws and abide by and support all Sections as set forth therein.

It shall be the duty of every member of Local 998 to endeavor to obtain the fulfillment of all the declarations set forth in the preamble of the Constitution and General Laws of our International Union and Local By-laws.

Section 3. The applicant for membership in this Local shall be presented no sooner than 30 nor later than 60 days by every new employee upon entering the service of any Company, in any Department where Local 998 has a Labor Agreement covering employees.

The initiation fee shall be \$250.00 plus all months dues, including the months after 30 days from the date of hire, and may be paid in full at the time the full-time employee makes application for membership or be paid in twenty-five (25) equal weekly installments. At the recommendation of the Executive Board, all or part of initiation fees may be waived for current union members transferring from the jurisdiction of another Labor Union.

In the case of the entry-level employee, \$100.00 shall be paid in full at the time the entry-level employee makes application for membership or be paid in ten (10) equal installments. On becoming a full-time employee or refusing to accept an offer of full-time employment, the remaining \$150.00 shall be paid in full or in fifteen (15) equal installments.

Employees who present a withdrawal card from any Local in the Amalgamated Transit Union, dated within a 12-month period from the date that their withdrawal card was obtained, shall be readmitted in the Union without payment of initiation fee.

All applicants must present themselves for initiation into the Local.

OFFICERS, EXECUTIVE BOARD AND STEWARD?S COUNCIL

Section 4. The officers of this Local shall be President, Vice-President, Financial Secretary-Treasurer, and Recording Secretary, who by virtue of the office shall be members of the Executive Board with a voice to vote on all matters. The Executive Board shall also consist of one member from each of the following groups:

- | | | |
|-------------------------|--------------|------------|
| a. Fond du Lac Station | e. Garages | i. Laidlaw |
| b. Fiebrantz Station | f. Kenosha | |
| c. Kinnickinnic Station | g. Waukesha | |
| d. Shops & small areas | h. Sheboygan | |

The Local may establish the position of Sentinel. Such positions are to be filled only through the method of appointment as is the case of appointments of committee chairperson, and such positions shall not be considered Local Union offices.

Section 5. The Vice-President, with the approval of the Executive Board, shall have the authority to appoint or call for an election of Stewards to represent the various groups and departments whenever it is deemed necessary.

A Stewards' Council consisting of all Stewards in the Milwaukee area shall meet monthly to discuss issues before the Local. It is the responsibility of all Milwaukee Area Stewards to attend these meetings unless excused by the Vice-President in order to receive their monthly compensation. It is the responsibility of ALL Stewards to attend the regular monthly membership meeting unless excused by the Vice-President in order to receive their monthly compensation.

MEETINGS

Section 6. The regular charter meetings (Milwaukee) of this Local shall be held on the first Thursday of each month at ten (10:00) A.M. and six-thirty (6:30) P.M.

The times and dates of the charter meeting shall be reviewed and determined prior to the beginning of the calendar year, or when deemed necessary.

Business conducted at the Milwaukee meetings shall be presented to meetings held throughout the jurisdiction of the Local for their approval. Each of these meetings shall be held at places designated by notice posted on the Local bulletin board at least ten (10) days before the meeting day.

Section 7. Special meetings may be arranged for the Executive Board whenever deemed necessary, or by petition of one third or more members, such petition to state the purpose for which such special meeting shall be called and such petition to be presented to any member of the Executive Board at least five (5) days before the date of the special meeting, and the only business that may be transacted at such special meeting is that which is stated in the petition for such meeting, morning and evening.

Special meetings of the Executive Board may be called by the President or a majority of The Executive Board members. A majority of the Executive Board members available being present at a board meeting shall constitute a quorum to transact business. None but Executive Board members shall be present at a meeting of the Executive Board.

Section 8. The regular meetings of the Executive Board shall be held on the day of the Charter meeting of the Local, unless changed by the Executive Board. All Executive Board members must attend the Executive Board meetings. All Executive Board members shall attend their respective membership meetings. The President must approve any non-attendance of these meetings by an Executive Board member.

Section 9. A sign-in book shall be used for the membership in attendance upon which the member shall write their name, badge/clock number and place of work, which will be provided by the designated sentinel. It shall require sixty-seven (67) members cumulative in good standing to be present to constitute a quorum to transact business at any current membership meetings. The sign-in book shall be the only accepted proof in determining the quorum requirement as well as proof of a member's attendance of any membership meeting.

Section 10. All members of this organization shall treat each other, during the meetings and at all other times, with an attitude of tolerance, regard and respect.

OFFICERS' DUTIES

PRESIDENT'S DUTIES

Delegate to the State Federation of Labor Convention

Delegate to the International Convention

Section 11. The President-Business Agent shall be the chief executive officer of the Local Union and shall have general supervision over all its affairs between the Executive Board and membership meetings. It shall be the duty of the President to preside over all meetings of this Local and the Executive Board, and to act as Chair of all committees, except as otherwise provided for. The President shall preserve order at the meetings and enforce the Constitution and By-laws and see that all officers and committees perform their respective duties. The President shall appoint temporary officers at meetings whenever necessary, to assist the sentinel and in the absence of the sentinel; the President shall appoint one to take the sentinel's place.

The President shall have the right to vote in secret ballot votes at the same time and along with other members who cast their ballots. When there is a tie in a standing or hand vote, the President shall give the deciding vote. The President shall appoint all committees not otherwise provided for. When special meetings are called, the President shall see that notices are posted at each affected location at least forty-eight (48) hours prior to holding such meetings. The President shall sign all orders on the treasury for such moneys as shall, by the Constitution and By-laws or by the vote of the Local, be ordered paid. The President shall sign all checks and drafts on banks as the laws of the Local require. The office of the President shall be at the Local headquarters. The President shall visit the different work locations when in the President's judgement it becomes necessary. The President shall perform such other duties as the Executive Board and the Local may determine in compliance with the laws of the Local.

DUTIES OF THE VICE-PRESIDENT

***Delegate to the State Federation
of Labor Convention
Delegate to the International Convention***

Section 12. The duties of the Vice-President follow in the order named. In the absence of the President, the Vice-President shall perform the duties of the President. In case of a vacancy in the office of President, the Vice-President shall assume the position and perform the duties of the President until the Local elects a President.

The Vice-President shall be responsible for the Stewards' Council and the Milwaukee grievance procedure. The Vice-President shall assist the President in the bargaining units of the Local.

**DUTIES OF THE RECORDING SECRETARY
*Delegate to the State Federation
of Labor Convention
Delegate to the International Convention***

Section 13. It shall be the duty of the Recording Secretary to keep a correct and proper account of the proceedings of the Local meetings, to call the roll of officers and carry on all correspondence. The Recording Secretary shall act as Secretary of the Executive Board and at Grievance Committee Conferences. In the case of absence and when deemed necessary the Recording Secretary shall take the place of the Financial Secretary-Treasurer. The Recording Secretary shall perform such other duties pertaining to their office as the Local may require. The Recording Secretary shall at the expiration of term of office, deliver to the Local all properties entrusted in their care.

In the event the Recording Secretary is not available for any of the Local's membership meetings, the President of the Local shall appoint a member in good standing to record a correct and proper account of the Local's membership meetings.

For the faithful performance of such duties the appointed member shall receive a sum of \$15.00 per month. This stipend is not paid if the appointed member is on the Local's payroll during the membership meetings.

DUTIES OF THE FINANCIAL SECRETARY-

TREASURER
*Delegate to the State Federation
of Labor Convention*
Delegate to the International Convention

Section 14. It shall be the duty of the Financial Secretary-Treasurer to collect all monies due the Local and pay all bills and accounts owed by the Local. The Financial Secretary-Treasurer shall deposit the funds of the Local in such financial institutions as the Local shall determine and in the name of Local 998. All interest accruing upon monies deposited by this Local shall be placed to the credit of the Local. The Financial Secretary-Treasurer shall pay all accounts by check. All checks or drafts issued by Local 998 must be signed by two (2) of the Local's officers, one being the Financial Secretary-Treasurer.

The Financial Secretary-Treasurer shall prepare a semi-annual report of the financial transactions and affairs of the Local and deliver the Financial Secretary-Treasurer's books to the Auditor every six (6) months for authentication.

The Auditor shall verify the calculation of the officers' salaries as part of the audit.

The Financial Secretary-Treasurer shall see that the Local is kept in good standing with the International Association and all central bodies with which the Local is affiliated. The Financial Secretary-Treasurer shall have supervision of the financial affairs of the office. The Financial Secretary-Treasurer shall see that the proper and correct entries are made of all newly initiated members, reinstatements, suspensions, withdrawals and deaths each month. The Financial Secretary-Treasurer shall see that a proper account is kept between the Local and its officers, for the Local. The Financial Secretary-Treasurer shall see to the keeping of the correct account of all expenses incurred and paid for the Local each month. The Financial Secretary-Treasurer shall attend all sessions of the Executive Board. The Financial Secretary-Treasurer shall perform such other duties pertaining to the position as the Local may require. The Financial Secretary-Treasurer shall give bonds in the amount as specified by the Constitution and General Laws of the Amalgamated Transit Union, the premium to be paid by the Local.

DUTIES OF SENTINEL

Section 15. It shall be the duty of the Sentinel to attend all regular and special meetings of the Local and to see that no one enters a meeting except members in good standing. The Sentinel shall keep order in the meeting and carry out the instructions of the chair and should the Sentinel need assistance the chair shall appoint such members as necessary to aid the Sentinel in preserving order and carrying out the rules of the Local.

DUTIES OF THE EXECUTIVE BOARD

Section 16. The Executive Board of the Local shall direct and handle the affairs of the Local, subject to the laws and rules of Local 998 and the Amalgamated Transit Union.

It shall be the duty of the Executive Board to:

- A. Pass upon all bills presented to the Local for payment.
- B. Investigate and endeavor to resolve all grievances or questions that may arise at their respective work locations. No agreements or resolves can violate any established policies and practices of the Local.
- C. Hear all cases that the company has rejected and recommend further action if deemed necessary.
- D. Solicit and receive applications for membership at their respective work locations as soon as possible but no earlier than thirty (30) days after the new employee's hiring date. These applications shall be submitted to the Financial Secretary-Treasurer.
- E. Select delegates and appoints a Chair to the Milwaukee County Labor Council, AFL-CIO and Central Labor Bodies.
- F. Evaluate any member who is appointed or volunteers for any Committee specified in the Committees By-law. Executive Board approval of members to the Committee is required prior to the member assuming such Committee position.
- G. Decide how many members will be required to serve as Ballot clerks or Judges.
- H. Post all notices in a timely manner.
- I. Perform such other duties as required by the Local. Executive Board Members shall absent themselves from work as instructed by the President or designee of the Local to perform such other duties.

Executive Board Members shall be paid for time lost at the rate they would normally have received. Any Executive Board Members absenting themselves from the Board meeting before adjournment unless excused by the President shall forfeit any remaining day's pay.

LEGISLATIVE DIRECTOR

Section 17. The President with the approval of the Executive Board, shall have the authority to appoint a Local 998 Legislative Director. The Legislative Director shall be responsible for the political lobbying and political activities of the Local including the legislative and COPE committee and report directly to the President.

RESIGNATIONS

Section 18. Any officer wishing to resign must present their resignation in writing to the Executive Board.

DUTIES OF MEMBERS

Section 19. It shall be the duty of each member of this Local to assist the officers in the 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 respective sections of the International Constitution and General Laws.

(a) No member shall be allowed to injure the interest of a fellow worker by undermining them in place, wages or in falsely reporting them to the officials of the Employing Company, or in any other willful way of act by which the reputation or employment of any member may be injured and/or

b) Any member of this Local who may be found guilty of passing through a picketing line of a sister organization or transacting business with a firm that has been declared unfair to organized labor shall be in violation and subject to stand trial under the respective sections of the International Constitution and General Laws.

(c) All members should wear the official Union button in plain view when in uniform if agreed to between the Local and the Company.

Section 20. Ballot clerks and judges shall be elected from the membership, except that no candidates for office may serve as ballot clerk or judge.

DUES

Section 21. The monthly dues for members listed on the pensioner list will consist of an amount equal to \$2.00 more than the minimum monthly dues required by the International Union. Active members' dues will consist of an amount equal to two times the hourly rate of the individual member plus all applicable Local, State and International Per Capita Taxes as far as practicable, as well as the additional Defense Fund amount as defined herein.

The amount of dues will be determined by the prevailing hourly rate as of May 1st of each year. The new dues rate will go into effect on the deduction made for the month of July, and will be in effect until the following July deduction. The maximum dues will be calculated by the hourly rate of the top rate operator of the Milwaukee County Transit System.

If the International requires a minimum dues increase in the month of July according to the formulas described in the respective sections of the International Constitution and **General Laws**, those additional dues will be set aside as a Defense Fund, with a minimum of one-dollar ninety-cents (\$1.90) per active member. The purpose of the Defense Fund will be to defray the expenses of the Local for contract defense, negotiations, and related unfair labor practices. The Defense Fund shall be under the supervision of the Financial Secretary-Treasurer and the Executive Board.

Active members attending five (5) monthly membership meetings of the Local each calendar year shall be given a credit of forty dollars (\$40.00).

Any active member who is no longer receiving a check from their employer due to sickness, injury, seasonal lack of work, or who had been terminated and is seeking resolve through the grievance procedure, may be eligible for a reduction of their monthly dues. The reduced dues will be the amount equal to all applicable Per Capita Taxes. Should the employee be reimbursed for wages lost during or after one of the above-defined absences, they shall then be responsible for the full amount of back dues in arrears, minus any reduced dues already paid.

Any employee represented by Local 998 who is subject to a security clause requiring the payment of dues or fees as a condition of employment has the right to become an objector to expenditures not related to collective bargaining, contract administration, or other chargeable expenditures.

However, any employee who chooses to become an objector must refrain from membership in this Local Union. Each non-member objector will be required to pay to the Local Union a proportionate share of the costs of collective bargaining process, contract administration, and other chargeable expenditures.

A non-member of this Local Union will not be entitled to any rights or privileges of membership.

The Local Union shall, in accordance with applicable law, establish and maintain a policy governing the calculation of the non-member objector proportionate share fee, notice of the proportionate share fee to non-member objectors, an interest bearing escrow account for fees to which a challenge has been made, and procedures by which any non-member objector's challenge to the amount of the fee may be resolved promptly by an impartial body.

GRIEVANCES

Section 22. Any member desiring to present a grievance before this Local shall do so in writing within the timely fashion as described in the member's labor agreement. A member desiring to present a grievance shall use the following procedure:

- A. Submit their grievance to their Union Representative or Union Officer.
- B. M.C.T.S. Union representatives will follow the directions of the Vice-President in charge of grievances or their designees, as to the disposition of the grievance.
- C. All other Union representatives will follow the direction of the President in charge of grievances or their designee as to the disposition of the grievance.
- d. A member who desires to take their grievance to arbitration shall appear before the Executive Board to explain the case, and the Executive Board shall make a recommendation to present to the membership. The grievant is encouraged to appear at as many membership meetings of the local as possible to present their case to the membership for arbitration which shall be voted on by secret ballot. No member can claim the right to present a grievance in any other manner.
- e. An amount of \$1.50 (one dollar and fifty cents) of each member's monthly dues will be set aside in a separate fund for arbitration costs.

This amount will be adjusted every year based on the arbitration experience and needs of the Local

In the event the arbitration fund doesn't cover the arbitration expenses for the year, each member will be assessed the remaining costs on a per capita basis.

TRIALS AND APPEALS

Section 23. All trials and appeals shall be handled according to the respective sections of the International Constitution and General Laws of the Association. All members in arrears shall be governed by the respective sections of the International Constitution and General Laws of the Amalgamated Transit Union.

COMMITTEES

Section 24. All Local Union committees shall submit prepared reports in writing to the Local Union President and furnish copies of such reports to the Recording Secretary.

Standing Committees shall include but not be limited to audit, civil rights, women, recreation, building, by-laws, safety, legislative, educational, organizing and insurance committees.

The Contract Committees, approved by the Local Union President, shall be composed of as many members from the Executive Board as deemed necessary plus two (2) or more representatives from the general membership.

BARGAINING COMMITTEE

Section 25. When the Union and Company Bargaining Committees reach a tentative contract, copies of such agreement will be distributed to the Bargaining Unit a minimum of three (3) days before the ratification vote is taken. In the event of a strike the Executive Board shall have the power to waive this language.

DONATIONS AND COLLECTIONS

Section 26. There shall be no donations by the Local of over one hundred (\$100.00) dollars. No collections, subscriptions, or soliciting shall be allowed inside the meeting hall without approval of the membership.

Section 27. Delegates shall be sent to the various Central Bodies with which the Local is affiliated, to the International Convention of the Amalgamated Transit Union, to State Central bodies, and such organizations with which the Local is affiliated.

ELECTIONS

Section 28. No member who is disqualified from holding office under the provision of Section 504 of the Labor-Management Reporting and Disclosure Act of 1959 shall be eligible for holding office in this association. A member to be eligible for office must have been a member in continuous good standing of the Local Union for two years preceding the day of the nominations. There will be no meeting attendance requirements.

Section 29. The Election process for Officers, Executive Board Members and any Delegates or Alternates to the International Convention and the State AFL-CIO Convention will be conducted by U.S. Mail.

A: In electing Officers, Executive Board Members, Delegates and Alternate Delegates for Local 998, the primary system shall be used. Officers, Executive Board Members, Delegates, and Alternate Delegates shall be elected for a term of three (3) years, and shall hold the office from the first regular meeting in July until the first regular meeting in July three years later, unless otherwise vacated. The Sentinel will be appointed by the President.

B: The Financial Secretary-Treasurer shall oversee all steps in the Election process.

C: The Election Committee of three (3) shall be elected by the membership at the April meetings. The Election Committee will oversee the conduct of the election and candidates, appoint ballot clerks as needed and investigate complaints and make a preliminary report of such investigations to the Financial Secretary-Treasurer and the Executive Board. The Election Committee shall be responsible to the Financial Secretary-Treasurer of the Local.

D: Nominations will be held during the regular monthly meetings in May of the Election year. Notices of such meetings will be posted at all work locations not less than ten (10) days preceding such nomination meetings. There will also be a notice published in the Local's newsletter the preceding month.

E: All Candidates nominated for office shall file their acceptance within 48 hours following the adjournment of the last nominating meeting with the Financial Secretary-Treasurer of the Local. Such acceptance must be in writing. The Financial Secretary-Treasurer will immediately post the names of the nominees and the Office to which they were nominated at all work locations. Any member not notifying the Financial Secretary-Treasurer of their acceptance will not appear on the ballot.

F: When the nomination process is completed no person will be permitted to add,

alter or change the ballot in any way for any reason: provided however, that the candidate properly nominated may withdraw their name from the ballot or consideration at any time prior to the printing of the official ballots should he/she decide not to seek the office for which they were nominated. A candidate's withdrawal will be in writing bearing their signature, and must be submitted to the Financial Secretary-Treasurer. Should the withdrawal of a candidate leave only one candidate nominated for the particular office, then that candidate's name shall appear on the ballot unopposed.

G: Where more than two (2) candidates for any office have been nominated, a primary election for the affected office shall be held not less than fifteen (15) days after the nominations. No member may be a candidate for more than one office at any election. The results of the primary election will immediately be posted at all work locations.

H: The General Election will be held not less than fifteen (15) days after the completion of the nominations or completion of the primary election if applicable.

I: Following the completion of the nominations, the Election Committee will rent two (2) post office boxes. The first post office box will be used as the return address for ballot packet envelopes. The second post office box will be used only as the receiving address for the voted ballots.

J: The ballot packet envelopes will bear the return address of the first post office box, an addressee label with the name and address of each member, and the required postage. It will contain the election notice, voter instructions, a secret ballot envelope, the appropriate ballots and a return envelope which will bear the mailing address of the second post office box, space for voter identification and the required postage. Each secret ballot envelope will bear the day and date of the month that shall be the deadline for its return to the second post office box in order to be counted.

K: The first post office box will be checked on a specified date after the mailing of the ballot packets and any ballot packets returned as undeliverable, will be re-mailed no later than the same dates as outlined on the election schedule for the opening of the first post office box.

L: The Local will make all reasonable attempts to keep the mailing list up to date and correct, but it is the responsibility of the members to notify the Local Office of any address changes or corrections.

M: On the counting date specified in the election notice and on the secret ballot

envelopes, and not earlier than 12:01 p.m. the Election Committee shall collect and remove all ballot return envelopes from the post office box and return immediately to the Union Hall to tabulate the votes. The identification of the member on the return envelope will be verified. The envelopes will then be opened and the secret ballot envelopes will be removed. The secret envelopes will then be mixed together in such a manner as to prohibit any kind of identification of the voter. Any identifying marks on the secret ballot envelope will void any ballots contained therein. After the secret ballot envelopes have been opened any ballot bearing an identifying mark that are defaced or indicate a choice of more than one candidate for the same office shall be voided providing that any remaining portion of the ballot indicating a clear choice for other contests shall be counted. Immediately following the tabulation of all votes, the results thereof, including any requirements for a run-off election, shall be attested by all members of the Election Committee and published on the bulletin boards at all work locations by the Financial Secretary-Treasurer.

N: Required runoff elections shall be held as soon as practical following the General Election so as to permit its completion prior to commencement of the new term, if possible. All rules contained herein and applying to the conduct of the regular election shall govern the procedure of the runoff election.

O: The four Officers are by virtue of office, also delegates to the International Convention and the Wisconsin State AFL-CIO Conventions. The remaining delegate seats "for each convention" will be elected in the following manner. Each delegate "and alternate positions" starting from delegate #5 will be contested separately, as Position #5, Position #6, etc.. Failing to obtain a majority on the first ballot, the top two in each position will be in a runoff election. The number of delegates will be determined by the appropriate formulas of the International Union and the State AFL-CIO based on the membership count for the month of May of the election year. There will be three (3) Alternate Delegate positions elected for the International Convention and three (3) Alternate Delegate positions elected for the Wisconsin State AFL-CIO Convention. No member shall be a candidate for more than one delegate or alternate position.

P: All candidates names will be listed in alphabetical order at all times.

Q: All candidates have the right to have an observer of their choice at the preparation and mailing of the ballots, pick up of the ballots at the post office box and the opening and counting of the ballots at the Union Hall.

R: Any member who desires to be present when the ballots are being counted shall be privileged to be in attendance, but can not participate.

S: Any member who is entitled to vote may challenge the conduct or results of

the election within ten (10) days from the date the ballots are counted in accordance with the Constitution and General Laws of the Amalgamated Transit Union.

T: The procedure used in the election schedule will remain the same. The dates and place held are subject to change.

Section 30. Whenever a vacancy occurs in any office of the Local, said vacancy is to be filled by a special election conducted among the members who are entitled to vote for this particular office, except that in case of an un-expired term of six (6) months or less, the Executive Board may appoint a representative to fill the un-expired term until the next regular election. This appointment however is subject to ratification by the General Membership at the Local Union Meetings. All rules contained herein and applying to regular elections shall apply to special elections.

Section 31. All voters must be paid-up members (active and pension members in good standing). Pension members in good standing vote on the top four (4) Officers, Delegates and Alternate Delegates only. The Election Committee shall have a list of all eligible voters for that election. If the name is not on the list, the Election Committee will, with the assistance of the Financial Secretary-Treasurer check computer records to determine if the member is in good standing and the ballots cast should be counted.

Section 32. No campaigning or interference of any kind will be permitted inside the building where a vote is being counted.

Section 33. If, when voting for a candidate, a member crosses out, erases their choice, or alters the ballot in any way, that ballot is void and shall not be counted. It shall be the member's responsibility to make arrangements with the Financial Secretary-Treasurer to exchange the old ballot for a new ballot in a timely manner.

Section 34. Rules concerning the procedure to be used during the counting of the ballots shall be posted at all work locations one (1) week prior to voting. A set of these rules shall also be posted in clear view in the Union hall on the day of a vote count.

Section 35. The regular elected Officers, Executive Board Members, Delegates and Alternate Delegates of this Local will continue to hold office until their successors are duly elected and installed. The regular elected officers of this Local shall be installed at the regular meeting of July every three (3) years beginning with 1979.

BONDING OF OFFICERS

Section 36. The Bonding of Officers shall be in accordance with the International Constitution and General Laws.

SALARIES AS OF January 1, 2007

Section 37. Effective January 1, 2007, the President, for the faithful performance of his/her duties, shall receive a salary equaled to 132% of the Top Hourly Operator's rate (including COLA and wage adjustment), at Milwaukee County Transit System (MCTS).

The President's salary shall be calculated based on 2080 hours per year and shall be divided and paid equally bi-monthly. This sum shall be adjusted by all COLA and wage changes received by the Top Hourly operator's rate at Milwaukee County Transit System (MCTS).

Section 38. The Recording Secretary, for the faithful performance of their duties shall receive a sum equal to the hourly rate they receive from their employer. This sum will include any over-time or other payments lost because of duties performed for the Local. The payroll schedule is bi-monthly.

Section 39. Effective January 1, 2007, the Vice- President and Financial Secretary-Treasurer, for the faithful performance of his/her duties, shall receive a salary equaled to 128% of the Top Hourly Operator's rate (including COLA and wage adjustment), at Milwaukee County Transit System (MCTS).

The Vice-President's and Financial Secretary-Treasurer's salaries shall be calculated based on 2080 hours per year and shall be divided and paid equally bi-monthly. This sum shall be adjusted by all COLA and wage changes received by the Top Hourly operator's rate at Milwaukee County Transit System (MCTS).

Section 40. Any full time officer of Local 998 who works only part of the day shall be compensated only for time worked. For this by-law a work day shall be considered eight or more hours of Union work.

The salary of the President, Vice-President, and Financial Secretary-Treasurer shall be reported to the membership every year at the January and July membership meetings. The salary records of officers, including all adjustments for COLA and wage increase, shall be maintained by the Financial Secretary-Treasurer and available to members at the union office.

Section 41. Ballot Clerks shall, for the faithful performance of their duties

receive a sum equal to the hourly rate they receive from their employer. This sum will include any over-time or other payments lost because of duties performed for the Local. The payroll schedule is bi-monthly.

Section 42. Any member required to attend any Union function for the Local within the State of Wisconsin shall receive mileage expenses paid per mile as determined by the IRS, plus wages for the time lost from their normal work day. No reimbursements will be made for the first trip from home to any Union function within a member's Metropolitan work area on a regularly scheduled work day; nor shall any reimbursement be paid for returning home from any such function. However, additional trips necessary for Union business shall be reimbursed.

Any member required to attend any Union function for the Local outside of the State of Wisconsin, or stay overnight, shall receive travel and hotel expenses as approved by the Executive Board, plus wages for time lost from their normal work day, plus the appropriate per diem payment as published by the IRS.

Section 43. Executive Board Members, and other members doing work for the Local shall receive the sum equal to the hourly rate they receive from their employer. This sum will include any over-time or other payments lost because of duties performed for the Local. The payroll schedule is bi-monthly.

Section 44. All benefits negotiated shall automatically apply to the President, Vice-President and Financial Secretary-Treasurer, for their respective years of seniority. One week of vacation may be postponed from one year to another and made cumulative if the needs of the Local prevents the scheduling of vacation time during a current year.

Section 45. All unit stewards, unless otherwise specified in these by-laws shall receive for the faithful performance of their duties, an amount of \$25.00 per month to be paid on a quarterly basis.

Section 46. All "Extra Board" Stewards shall receive the sum of \$30.00 per month for the faithful performance of their duties to the Local.

Section 47. All wages for lost time for Union business must be approved in advance from the budgets of the respective Executive Board Members, or by one of the Full-time Officers.

BUSINESS HOURS OF OFFICES

Section 48. The business office of the Local shall be open on weekdays from eight (8) A.M. to four-thirty (4:30) P.M. Mondays through Fridays.

Section 49. A Representative of the Local after the death of an active member of this Local will present the family with a Memorial Bible as a memory of their service to this Local. After the death of a pensioned member, and after the notification from the employer or family, the Financial Secretary-Treasurer will make arrangements for the presentation or shipment of the Memorial Bible to the pensioner ' s family.

Section 50. Endorsement of political parties, candidates, or local or national issues shall require a vote by a majority of the Executive Board, and then to be presented to the membership, where a majority vote is necessary for final action. The C.O.P.E. committee shall give their recommendations to the Executive Board and membership before any action is taken; and reasons for their recommendation.

Section 51. The mailing list of the membership shall not be made available to any member or officer for their personal use to include the mailing or phoning of personal election materials by the candidates. The candidates may deliver the material to the Union office for addressing and mailing by the Union office. The cost of time and material to be determined by the Financial Secretary-Treasurer and paid for by the candidates requesting the services.

Section 52. The Local shall not mail out any material for any business wishing to deal with the membership, but shall make the material available at all work locations if approved by the Executive Board.

AMENDMENTS TO BY-LAWS

Section 53. In order to amend, alter or rescind these By-laws, or to substitute new By-laws, therefore, the proposed changes must be submitted in writing and read at two (2) consecutive meetings, when a two-thirds (2/3) vote of the members voting will be necessary to adopt, subject to the approval of the International President.

Section 54. All references to sex or race will be eliminated and replace with generic references to the officers or members. All future by-law changes will be written so as to eliminate any sexual or racial references.

