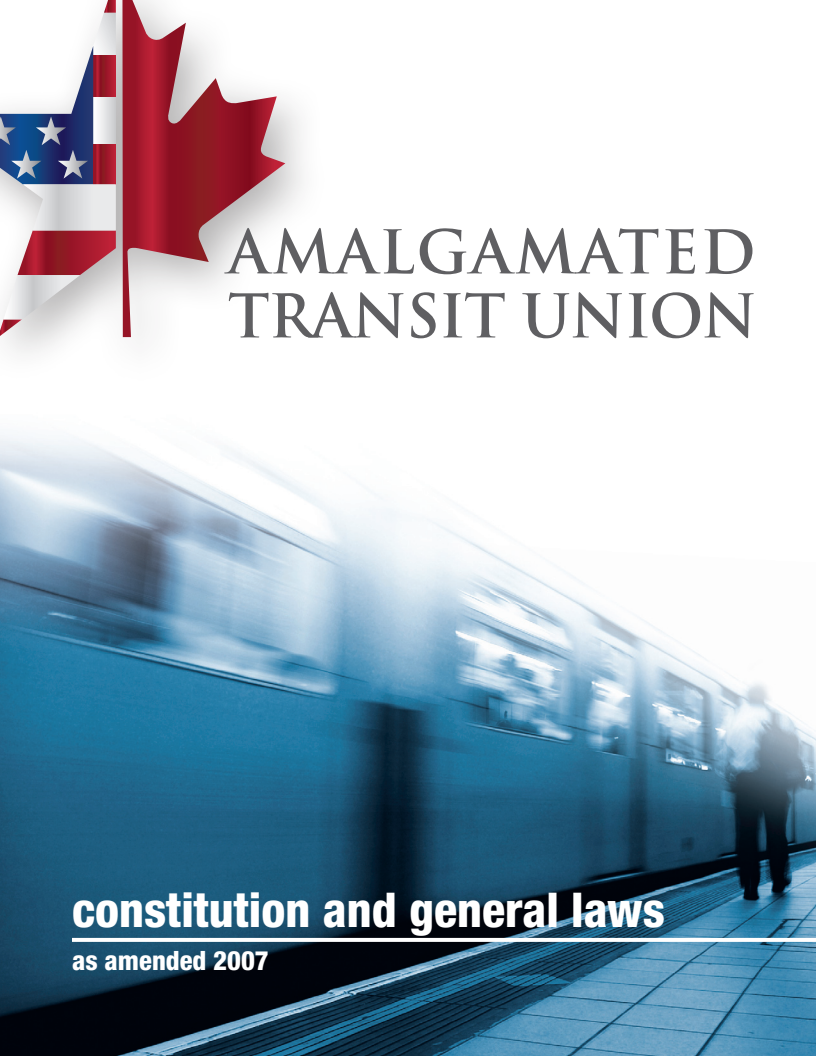
AMALGAMATED TRANSIT UNION



constitution and general laws

as amended 2007

Constitution & General Laws

of the

Amalgamated Transit Union

affiliated with the

American Federation of Labor-Congress of Industrial Organizations

and the

Canadian Labour Congress

ORGANIZED AT INDIANAPOLIS, INDIANA

September 15, 1892

Revised, Amended, and Adopted at

THE FIFTY-FIFTH CONVENTION AT

LAS VEGAS, NEVADA

September 17 - 21, 2007

Note: Titles of sections are for reference purposes only and such titles are not to be considered as part of the language of the section for any other purpose. Constitution and General Laws changes mandated by the 55th Convention are underlined throughout the document.

TABLE OF CONTENTS

Sec.	Title	Page
	Obligation	1
	Preamble	2
1	**NAME; JURISDICTION**	5
2	**ABBREVIATIONS**	5
3	**OBJECTS AND PRINCIPLES**	6
3.1	Objects	6
3.2	Principles	7
4	**HEADQUARTERS**	8
5	**FUNDS AND PROPERTY**	8
6	**CONVENTIONS**	9
6.1	When Held	9
6.2	Site, Fees, Expenses	10
6.3	Special Call	10
6.4	Representation; L.U.	10
6.5	Representation; J.B.C.	11
6.6	Representation; C.C.	12
6.7	Delegates	12
6.8	Alternates	14
6.9	Disqualifications	14

Sec.	Title	Page
6.10	Credentials	15
6.11	Voting	15
6.12	International Officers	15
6.13	Delegate Expenses	16
6.14	Financial Requirements	16
6.15	Excused Absences	16
6.16	Resolutions	17
6.17	Credentials; Committees	18
6.18	Daily Summary; Records	18
6.19	Order of Business	19
6.20	AFL-CIO Convention Delegates	19
6.21	AFL-CIO Alternates	20
6.22	Election of International Officers	20
7	**INTERNATIONAL OFFICERS**	21
7.1	Terms	21
7.2	Vacancies	21
7.3	Permanent Disability	22
7.4	Qualifications	23
7.5	Tenure: Removal	23
8	**INTERNATIONAL PRESIDENT**	23
9	**INERNATIONAL SECRETARY-TREASURER**	26

Sec.	Title	Page
10	**INTERNATIONAL EXECUTIVE VICE PRESIDENT**	29
11	**INTERNATIONAL VICE PRESIDENTS**	30
11.1	Duties; Wages; Reports	30
11.2	Sick Pay	31
12	**GENERAL EXECUTIVE BOARD**	32
12.1	Members	32
12.2	Meetings	32
12.3	Powers and Duties	32
12.4	Discipline: L.U. Officers	34
12.5	Discipline: L.U. Members	35
12.6	Trusteeships	37
12.7	Effect of Rulings	45
12.8	Actions Between Meetings	45
12.9	Trustees of Property	46
13	**LOCAL UNIONS**	47
13.1	How Formed	47
13.2	Bylaws	47
13.3	Meetings	48
13.4	Property and Real Estate	51
13.5	Handling of Funds	51
13.6	Officers	52

Sec.	Title	Page
13.7	Stewards	53
13.8	Appointed Positions	53
13.9	President's Duties	54
13.10	Vice President's Duties	55
13.11	Recording Secretary's Duties	55
13.12	Financial Secretary's Duties	56
13.13	Treasurer's Duties	57
13.14	Duties of Local Executive Board	57
13.15	Other Duties and Restrictions	58
13.16	Order of Business	60
13.17	Duty to Uphold Constitution	60
13.18	Constitution; Badges; and Supplies	61
13.19	Monies Owed to I.U.	61
13.20	Financial Arrears	62
13.21	Sick Benefits	63
14	**ELECTION OF LOCAL UNION OFFICERS**	63
14.1	When Held	63
14.2	Eligibility for L.U. Office	64
14.3	Members Disqualified from Holding Office	66
14.4	Nominations; Ballots	67
14.5	Types of Elections	69
14.6	Prohibition of Write-In Candidates	70

Sec. Title Page

14.7 Election Procedures and Requirements 70
14.8 Challenges 71
14.9 Installation 72
14.10 Elections to Fill Unexpired Terms (Interim Elections). 73

15 STATE AND LOCAL CENTRAL BODIES 74

16 MERGER OF LOCAL UNIONS 75

17 WITHDRAWAL OF LOCAL UNIONS 76
17.1 Procedures 76
17.2 Penalty 77
17.3 Transfer of Members and Funds 77

18 REVENUES 78
18.1 Per Capita Tax 78
18.2 Dues 81
18.3 Alternative Revenue Structures. 83
18.4 Initiation Fee; Registration Fees 84
18.5 Special Assessments: Defense Fund. . . .85
18.6 Special Assessments: General Fund. . . .86

Sec. Title Page

18.7 Special Assessments: Funeral or Dismemberment Benefit Fund. 87
18.8 Reporting of Special Assessments 88
18.9 Increase in Per Capita Tax 88

19 DEFENSE FUND 88
19.1 Purposes and Uses 88
19.2 Assistance for Arbitration and Fact-Finding 89
19.3 Strike Benefits 91
19.4 Lockout Benefits 93
19.5 Only Source of Benefits 93
19.6 Exhaustion of Fund; Donations 94
19.7 Reporting Requirements 94
19.8 Roll Calls; Picket Duty. 95
19.9 Other Permanent Employment 95

20 STRIKES AND LOCKOUTS 96
20.1 Notice of Dispute. 96
20.2 Strike Sanction. 96
20.3 Referendum Vote 99
20.4 G.E.B. Action 100
20.5 Unsanctioned Strikes 100

21 MEMBERSHIP 100
21.1 Eligibility 100

Sec. Title Page

21.2 Management and Supervisory Personnel 101
21.3 Membership Application 102
21.4 Reciprocal Waivers of Initiation Fees 102
21.5 Date of Enrollment 103
21.6 Membership in Good Standing 103
21.7 Disclosure of Union Business 104
21.8 Notice of Correct Address 105
21.9 Membership Dues, Fines and Assessments 105
21.10 Suspension for Non-Payment of Dues 107
21.11 Reinstatement After Suspension 107
21.12 Visiting Rights 109
21.13 Retention of Membership; Retirees . .110
21.14 Others Leaving Active Service 110
21.15 Assessments for Grievance Arbitrations 111

22 CHARGES, TRIALS AND PENALTIES 112
22.1 Chargeable Offenses. 112
22.2 Charges Involving Dual Unionism . . .113
22.3 The Preferring of Charges. 114

Sec.	Title	Page
22.4	Initial Consideration of Charges	114
22.5	Trial Procedures	115
22.6	Post-Trial Consideration by L.U. or J.C.	117
22.7	Suspension from Office Pending Action Upon Charges	118
22.8	Discipline and Penalty	118
22.9	Charges Involving Finances: Potential Additional Action	119
23	**APPEALS**	119
24	**JOINT BARGAINING COUNCILS**	121
25	**JOINT ATU-LOCAL SERVICE COUNCILS**	123
25.1	How Established	123
25.2	Objects	124
25.3	Jurisdiction, Affiliation and Financing	124
25.4	Bylaws and Elections	125
25.5	Per Capita Tax	126
25.6	Service Director	126
26	**REPRESENTATION**	127

Sec.	Title	Page
27	**OFFICIAL PUBLICATIONS**	128
28	**FUNERAL OR DISMEMBERMENT BENEFIT**	129
28.1	Purposes	129
28.2	Administration; Maintenance of Assets	129
28.3	Statute of Limitations	131
28.4	Qualifications for Benefit	131
28.5	Noneligibility of Those in Arrears	132
28.6	False Statements on Claims	133
28.7	Procedure for Filing Claims	134
28.8	Claims of M.A.L.s	136
28.9	Method of Funeral Benefit Payment	137
28.10	Amount of Benefit	141
29	**GENERAL VOTE: REFERENDUM QUESTIONS**	142
30	**WITHDRAWAL CARDS**	142
30.1	Issuance Of	142
30.2	Transfer Between L.U.s	145
30.3	Transfer by Withdrawal Card	146
30.4	M.A.L.s	147
30.5	Attendance at Local Union Meetings	147

Sec.	Title	Page
31	**MEMBERS AT LARGE**	147
32	**SENIORITY**	148
33	**AGREEMENTS ACCEPTED AS BINDING**	149
33.1	Short Term Contracts	149
33.2	Approval by I.U.	150
34	**SUSPENDED CONSTITUTIONAL PROVISIONS**	150
34.1	Committee	150
34.2	Exemption by G.E.B.	151
35	**INSPECTION OF LOCAL UNION AFFAIRS**	152
36	**BONDING**	152
36.1	Bonding Indemnity Department	152
36.2	International Officers and Employees	153
36.3	Local Union Officers and Employees	153
37	**AUDITS**	154
37.1	I.U.	154

Sec.	Title	Page
37.2	L.U.s, J.B.C.s, J.S.C.s, and Other Subordinate Bodies	154
37.3	Conduct of the Audit	155
37.4	Reporting Requirements	156
37.5	Delinquency	157
37.6	Duties of L.U. Officers	158
37.7	Powers of I.S.T.	158
38	**DEFALCATIONS AND SHORTAGES**	159
39	**LEGISLATION**	160
39.1	Notice and Consultation	160
39.2	State Legislative Conference Boards	161
40	**OFFICIAL SEAL**	162
41	**CONSTITUTIONAL AMENDMENTS**	162
42	**SUBORDINATION TO OTHER LAWS**	162
43	**DISCLAIMER OF AUTHORITY**	163

Sec.	Title	Page
44	**TRUSTEED RETIREMENT PLAN FOR INTERNATIONAL OFFICERS AND EMPLOYEES**	163
45	**RETIRED EMPLOYEE CHAPTERS**	165
46	**EDUCATIONAL TRAINING CONFERENCES**	167
47	**CANADIAN COUNCIL**	169
48	**VOLUNTARY POLITICAL CONTRIBUTIONS**	173
	Index	175

OBLIGATION

I, ..., in the presence of God and the members of this Union, do solemnly promise and pledge (without any reservation or evasion) to support the Constitution and General 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 interests of this Union 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 reveal any of the private business to anyone not entitled to know the same. I will not engage in activity evidencing gross disloyalty nor in conduct otherwise unbecoming 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 Union until I have exhausted all means of redress provided by its laws. I will be considerate of others in word and action and will never discriminate against a fellow worker on account of race, religion, creed, sex, sexual orientation, age, disability, citizenship,

or national origin. 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.

I understand there is nothing in this obligation that will in any way interfere with my political and religious rights or that will be in any way inconsistent with my duties arising from any of the relations of life.

This obligation I take upon my honor, and solemnly promise to keep the same, as long as I remain a member of this Union.

PREAMBLE

We, the Amalgamated Transit Union, this day and date assembled in Convention, in order to secure and defend our rights, advance our interests as workers, 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 discussion 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 and harmony, promote the general cause of humanity and brotherly love, and secure the blessings of friendship, equality and truth, do ordain and establish this Constitution and these Laws for the government of said International Union.

Constitution and General Laws
of the
Amalgamated Transit Union
Affiliated with American Federation of Labor-
Congress of Industrial Organizations
and Canadian Labour Congress

SEC. 1 NAME; JURISDICTION: This organization shall be known as 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, job classifications, trades and industries, whether in public or private employment, as the General Executive Board may, from time to time, designate as appropriate for inclusion within the traditional jurisdiction and representation of the Amalgamated Transit Union.

SEC. 2 ABBREVIATIONS: The following abbreviations, when used in this Constitution and General Laws of the Amalgamated Transit Union, shall have these meanings:

A.T.U. - Amalgamated Transit Union
C.C. - Canadian Council

F.S. - Financial Secretary
G.E.B. - General Executive Board
I.P. - International President
I.S.T. - International Secretary-Treasurer
I.U. - International Union
I.V.P. - International Vice President
J.B.C. - Joint Bargaining Council
J.C. - Joint Council
J.S.C. - Joint Service Council
L.T. - Local Treasurer
L.U. - Local Union
M.A.L. - Member at Large
R.S. - Recording Secretary
S.T. - Secretary-Treasurer

SEC. 3 OBJECTS AND PRINCIPLES: 3.1. Objects. The objects of this International Union shall be to organize local unions.

To place our occupation upon a higher plane of intelligence, efficiency and skill; to encourage the formation in local unions of sick and funeral benefit funds in order that we may properly care for our sick and bury our dead; to encourage the organization of cooperative credit unions in the local unions; to establish schools of instruction for imparting a practical knowledge of modern and improved

methods and systems of transportation and trade matters generally; to encourage the settlement of all disputes between employees and employers by arbitration; to secure employment and adequate pay for our work, including vacations with pay and old age pensions; to reduce the hours of labor and by all legal and proper means to elevate our moral, intellectual and social conditions.

To engage in such legislative, political, educational, cultural, social, and welfare activities as will further the interests and welfare of the membership of the Organization.

To seek the improvement of social and economic conditions in the United States and Canada and to promote the interests of labor everywhere.

3.2 Principles. 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 their 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 demands for labor and the price of a day's work.

Resolved: That we hold a liberal education of the young to be a preeminent preparation for 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 interests of the working people.

SEC. 4 HEADQUARTERS: Headquarters shall be located in such city as the Convention from time to time may decide.

SEC. 5 FUNDS AND PROPERTY: The funds and property of the I.U. shall be managed, invested, expended or otherwise used in accordance with the objects and policies set forth in the Constitution and General Laws, and for such additional purposes and objects not inconsistent therewith, whether charitable, educational, legislative, economic, political, social, cultural, fraternal, welfare, or other, as will further the interests of the I.U. and its membership, directly or indirectly. In accordance with established practices, customs,

and procedures, and consistent with the objectives of this Union, investments shall not be limited to those that would be considered suitable by the Probate Court of the District of Columbia, or by similar authority in any other jurisdiction, for investment of guardian or trustee funds. Except as otherwise specifically provided by the Constitution and General Laws or except as authorized or provided by the G.E.B. between Conventions pursuant to authority herein granted, the funds and property of the Union shall be allocated, expended and disbursed in accordance with established practices, customs and procedures. The financial year of this Union shall begin July 1 of each year and end with June 30 of the following year.

SEC. 6 CONVENTIONS: 6.1 When Held. The General Convention of the A.T.U. shall be held every third (3rd) year on any Monday in the period from August 15th through October 15th (with the exception of Labor Day) as the G.E.B. may determine. One-third of the number of delegates elected shall constitute a quorum for the transaction of business.

6.2 Site, Fees, Expenses. The necessary authority is vested in the G.E.B. to select a Convention site

and to require the payment of a registration fee by each delegate and guest whenever the G.E.B. deems it necessary and in an amount (not less than $25.00) and under such conditions as the G.E.B. deems to be necessary and appropriate. Further, a complete report, accounting for all funds received and expended in this manner, shall be given to the following Convention.

6.3 Special Call. The G.E.B. may, at its discretion, call an extra or special session of the Convention, or shall do so should a request to that effect be made by a majority of the L.U.s.

6.4 Representation; L.U. The basis of representation to the Convention shall be one (1) delegate for each L.U. having three hundred (300) or fewer members. A L.U. having three hundred and one (301) up to six hundred and fifty (650) members shall be entitled to two (2) delegates. A L.U. having six hundred and fifty-one (651) up to nine hundred and fifty (950) members shall be entitled to three (3) delegates. A L.U. having from nine hundred and fifty-one (951) up to twelve hundred and fifty (1,250) members shall be entitled to four (4) delegates and for each additional four

hundred (400) members or fraction thereof, shall be entitled to one (1) additional delegate. In totaling membership only those in good standing for the month of May preceding the Convention are to be counted. In case special Conventions are called, basis for representation shall be the membership in good standing for the month in which the call for the Convention is issued.

6.5 Representation; J.B.C. The basis for representation to the Convention by a J.B.C., formed for collective bargaining purposes pursuant to Section 24 of this Constitution, shall be one (1) delegate, except that a J.B.C. representing more than five thousand (5,000) members shall be entitled to two (2) delegates. A J.B.C. representing more than twelve thousand (12,000) members shall be entitled to three (3) delegates. No member represented by the J.B.C. who is, by virtue of his or her office in the L.U. or otherwise, a delegate from his or her L.U., shall be eligible to serve as delegate from the J.B.C. Delegates from a J.B.C. shall not have the right to vote in the election of International officers unless elected by secret ballot vote among the membership represented by the J.B.C. The provisions of this Constitution relating to delegates from L.U.s shall

also govern delegates from a J.B.C. unless clearly inapplicable.

6.6 Representation; C.C. The C.C. shall be entitled to one (1) delegate. No member of a Canadian L.U. participating in the C.C. who is, by virtue of his or her office in the L.U. or otherwise, a delegate from his or her L.U., shall be eligible to serve as delegate from the C.C. The delegate from the C.C. shall not have the right to vote in the election of International officers. The provisions of this Constitution relating to delegates from the L.U.s shall also govern the delegate from the C.C. unless clearly inapplicable.

6.7 Delegates. The election of delegates must be held at least <u>six (6)</u> weeks previous to the Convention. A member, to be eligible <u>to run for</u> delegate, must have been a member in continuous good standing of his or her L.U. the two (2) years next preceding the day of the nomination meeting. When a L.U. has not been in existence for the two-year period, the L.U. shall elect its other delegates from among its members.

Except where, pursuant to Section 14.2 of this Constitution, a meeting attendance requirement

is imposed as a condition of eligibility for such an office, the president-business agent, F.S./B.A., or R.S./B.A. where applicable, shall, by virtue of his or her office, be the first (1st) L.U. convention delegate and the F.S. (president in L.U.s where the president is not B.A.) shall, by virtue of his or her office, be the second (2nd) L.U. convention delegate and the election ballot shall in each instance so state.

Except where, pursuant to Section 14.2 of this Constitution, a meeting attendance requirement is imposed as a condition of eligibility for any such office, a L.U. may provide in local bylaws that local officers and executive board members may be delegates to Conventions of the A.T.U. by virtue of their office. In such case, where the number of executive board members exceeds the number of convention delegate positions allocated to the L.U. under Section 6.4, the L.U. shall designate by position and limit the number of delegates elected by virtue of their offices to the total number of delegate positions. The remaining executive board members shall be elected to numbered positions as alternate delegates for purposes of filling vacancies and any additional delegate positions to which the L.U. may finally be entitled under Section 6.4. The local officers and executive board members elected

as delegates and alternate delegates by virtue of their office under the L.U. bylaws shall represent the L.U. as convention delegates to the extent of the available positions. Where L.U. bylaws provide that local officers and executive board members may be delegates to Conventions of the A.T.U. by virtue of their office, the ballot must state "and Convention Delegate" or "and Alternate Delegate", as appropriate, after each such office.

6.8 Alternates. L.U.s shall provide in their bylaws for the election of alternate delegates to the Convention by secret ballot, provided that nothing herein shall prohibit L.U.s from providing in their bylaws that L.U. officers may serve as alternate delegates by virtue of their office unless and except where, pursuant to Section 14.2 of this Constitution, a meeting attendance requirement is imposed as a condition of eligibility for such an office.

6.9 Disqualifications. Members who have voluntarily left the service in which the L.U. or J.B.C. or the I.U. is engaged, shall not be eligible as delegates to a Convention of this Union <u>and no member elected as a delegate who has left the active service for reasons other than retirement upon</u>

pension shall be seated or serve as a delegate to a Convention of this Union.

6.10 Credentials. Each delegate shall establish his or her claim to a seat by credential signed by the president and R.S. of the L.U. he or she represents, with the seal of said L.U. attached. L.U.s shall send names of the respective delegates and alternates elected to the International office of the A.T.U. at least four (4) weeks prior to the date of the Convention. Credentials shall be given each delegate elected, signed by the president and R.S. and the seal of the L.U. attached thereto.

6.11 Voting. Each delegate shall be entitled to one (1) vote, no proxy votes being allowed.

6.12 International Officers. All International officers not elected as delegates by their L.U.s shall be delegates to the Convention by virtue of their office but shall not have the right to vote in the election of International officers. International officers who are elected by the membership of their L.U.s by secret ballot may serve as delegates to the Convention, their expenses to be paid by the said L.U.s and, in such cases, they shall have all

the voting rights and all powers of other delegates elected by the L.U.s.

6.13 Delegate Expenses. The I.U. shall pay one thousand dollars ($1,000.00) to each L.U, J.B.C., and C.C. towards the mileage and legitimate expenses of a L.U., J.B.C. and C.C.'s first delegate and an additional seven hundred and fifty dollars ($750.00) to a L.U., J.B.C. and C.C. sending two (2) or more delegates. All other mileage and legitimate expenses for delegates shall be borne by the L.U., J.B.C. and C.C. they represent.

6.14 Financial Requirements. Delegates shall not be entitled to a seat in the Convention unless all taxes and assessments of their L.U. have been paid in full.

6.15 Excused Absences. The policies, laws and plans for the direction of this Union shall be adopted and put into force from time to time by direction of the regular Conventions of this Union, and it shall be the duty of each and every local of this Union to be represented at these Conventions by one (1) or more delegates. No L.U. shall be excused from being represented except from distressed conditions,

owing to lockouts, strikes or causes of that kind. In such cases the L.U. affected shall apply to the I.P. no later than the tenth (10th) of May in the year in which the Convention is held for permission to be excused from sending delegates to the Convention. The I.P. shall investigate and rule upon such applications. Unless excused by the I.P., all L.U.s shall be represented as this Constitution provides.

6.16 Resolutions. Resolutions contemplative of amendments to the Constitution and General Laws of the I.U. shall first be approved by the L.U. and bear its official seal and then shall be forwarded to the International office in time to be in the hands of the I.P. not later than the first (1st) of August in the year in which the Convention is held. Such resolutions so received by the I.P. shall be printed and placed in the hands of convention delegates at the opening of the particular Convention at which said resolutions are proposed to be presented. All resolution(s) received by the first (1st) of April in the year in which the Convention is held will be published in the May/June issue of *In Transit* in the year in which the Convention is held. No resolution contemplative of amending the Constitution and General Laws,

except as herein provided, shall be considered by Conventions, except on permission or direction by vote of two-thirds of the delegates present.

6.17 Credentials; Committees. Immediately after the opening of the Convention, the I.P. shall appoint a Committee on Credentials. This Committee shall examine and pass upon the credentials of the delegates. The Committee shall report as soon as possible all credentials upon which there are no contests and those so reported shall be seated and the regular Convention opened. On the question of contested credentials, the Convention, itself, shall always be the judge of whom it will seat as delegates. As soon as the delegates have been passed upon and seated, the Convention shall be declared open for the transaction of its regular business. The I.P. shall then appoint a Committee on Rules and Order and such other committees as the business of the Convention may require.

6.18 Daily Summary; Records. The I.S.T. shall have a summary of Convention minutes printed and placed in the hands of the delegates daily. The I.S.T. shall preserve for at least one (1) year the credentials of the delegates and all minutes and

other records of the Convention pertaining to the election of officers.

6.19 Order of Business. The following shall be the regular order of business at Conventions:

1. Call to Order by the President
2. Appointment of Committee on Credentials
3. Report of Committee on Credentials
4. Appointment of Sergeants-at-Arms
5. Appointment of Committees
6. Report of International President
7. Report of International Secretary-Treasurer
8. Report of General Executive Board
9. Introduction of Resolutions and Assignment to Committee
10. Introduction of Appeals and Grievances and Assignment to Committee
11. Reports of Committees
12. New Business
13. Election of Officers

6.20 AFL-CIO Convention Delegates. Delegates and alternates to represent this I.U. in the Conventions of the AFL-CIO shall be elected

at the regular Convention of the Union at the same time the other officers of the Union are elected. Alternates receiving the highest vote, in case of a vacancy, shall fill the place, and so on down. These delegates shall be paid the same amount of wages and per diem allowance as an I.V.P., which shall cover all expenses, except travel expenses, by a direct route from their homes to the Convention and return. A delegate shall be allowed the actual number of days it takes to go to the Convention, attend the Convention and return home.

6.21 AFL-CIO Alternates. Should any delegate or delegates or alternates, after election, voluntarily leave the service in which the membership of the L.U. is engaged, retire on pension or be discharged for cause found by the L.U. to be proper, they will be disqualified from serving as delegates, and the alternates who were elected in order shall fill such vacancy or vacancies as may occur.

6.22 Election of International Officers. The election of International officers shall be by secret ballot with voting machines or booths provided.

Where there is but one (l) candidate, no secret ballot shall be necessary, and the Chair shall instruct the I.S.T. to cast the unanimous ballot. Where there are two (2) or more candidates for the same office, the candidate receiving the most votes shall be declared elected. Each office is to be contested individually and the vote finalized before proceeding to the next office. Under no circumstances will write-in candidates be permitted.

SEC. 7 INTERNATIONAL OFFICERS: 7.1 Terms. The General Officers of the A.T.U. shall consist of a President, a Secretary-Treasurer, an Executive Vice President; eighteen (18) Vice Presidents, no less than two (2) of whom shall be Canadian; and a full quota of AFL-CIO delegates, including the I.P. as provided by Section 8, and <u>one alternate for every two</u> delegates to the AFL-CIO <u>elected at the Convention</u>. Their terms of office shall be for three (3) years commencing the day following the close of the Convention and to continue until such time as their successors are duly elected and qualified.

7.2 Vacancies. In case of a vacancy on the G.E.B., the I.P. either shall select from the

membership of the Union a member to fill that position subject to the approval of the G.E.B. until the next regular Convention of the Union, or the I.P. may, with the approval of the G.E.B., leave the office vacant until the coming of the Convention. If there is a vacancy in the office of I.P., the G.E.B. shall use its judgment in selecting an officer to fill this position subject to the approval of the next Convention of the Union. If there is a vacancy in the office of International Executive Vice President or I.S.T., the I.P. shall appoint an officer or member to fill such vacancy subject to the approval of the G.E.B.

7.3 Permanent Disability. If the I.P. shall become permanently disabled, the G.E.B. shall declare the office vacant and fill such vacancy in accordance with the provisions of this section for the filling of such vacancy. If the International Executive Vice President, the I.S.T., or an I.V.P. shall become permanently disabled, the G.E.B. shall declare a vacancy in any such case in the office affected. Such vacancy shall be filled in accordance with the provisions of this section for the filling of such vacancies.

7.4 Qualifications. Any member is eligible to office in the I.U. who has been a member in continuous good standing in the Union for two (2) years, with the exception of the I.P., who shall have been a member in continuous good standing for at least three (3) years preceding such election.

7.5 Tenure; Removal. All elected officers shall have full job security for their elected term subject only to removal for cause.

Any officer of the I.U. may be removed from office upon charge being preferred and sustained by the G.E.B. He or she has the right and privilege of an appeal to the regular Convention of this Organization.

SEC. 8 INTERNATIONAL PRESIDENT: The I.P. shall preside at all meetings of the I.U. and conduct the same according to Robert's Rules of Order, Newly Revised. The I.P. shall decide all questions and appeals from the L.U.s, subject to an appeal to the G.E.B.; shall have the deciding vote in case of a tie, but at no other time; shall appoint all officers pro tem and all committees not otherwise provided for; and shall sign and issue charters jointly with the I.S.T. and have the power

to cancel or call in charters, suspend or fine L.U.s that have violated this Constitution, subject to the approval of the G.E.B. The I.P. shall supervise and direct the publication of In Transit, shall appoint the Editor and other help necessary to getting out these publications and fix the wages of the editor and those employees subject to the approval of the G.E.B. The I.P. shall make a detailed report of the work of his or her office to the G.E.B. every six (6) months; may at any time require information from any of the officers of the L.U.s respecting the work of their locals; shall be chairperson of the G.E.B. and shall preside at all meetings of the Board whenever it is possible to do so; and shall be entitled to a voice, but no vote, except in the case of a tie, on all matters before the Board. The I.P. shall have authority to send an International officer into a L.U. whenever in his or her opinion the situation requires such action. The I.P. shall supervise the entire work of the Union as its chief executive officer and organizer, and shall deliver a report of the work of the office to the Convention of the Union; shall be an ex-officio member of all committees and, by virtue of the office, shall be the first (1st) delegate to all Conventions of the AFL-CIO, or other Conventions in which the Organization

is represented. As chief organizer, the I.P. shall have control of the Organization throughout its jurisdiction; shall see that in every locality where it is possible to establish a L.U. efforts are made to organize and shall have authority temporarily to waive the initiation fee with the approval of the G.E.B.; and in localities where the membership is not strong enough to support a L.U., may at his or her discretion connect local members with the Union. With the I.S.T. and G.E.B., the I.P. shall take part in directing and handling all the funds and financial affairs of the Union. The I.P. shall have authority to appoint temporary organizers and representatives to assist in carrying on the work of the Union, as conditions may require. The compensation of special organizers shall be determined from time to time by the I.P. For the faithful performance of these duties, the I.P. shall receive the sum of $206,978.93 per year (and any cost of living payment established per Section 12.3), and in addition, shall be allowed any necessary traveling and other additional expenses, and shall be entitled to thirty (30) calendar days' leave of absence to be taken wholly or in part as the I.P. may elect. The I.P. shall receive successive three percent (3%) increases in salary effective September

1, 2007; on September 1, 2008; and on September 1, 2009. In addition, the G.E.B. is authorized to furnish the I.P. with a suitable automobile which shall be the property of the I.U. and shall be placed at the disposal of the I.P. for carrying on the duties of the office.

SEC. 9 INTERNATIONAL SECRETARY-TREASURER: The I.S.T. shall keep a correct account of the Convention proceedings and see that copies are sent to each L.U.; shall have charge of the seal, books, and private work of the I.U. and shall furnish all supplies authorized by the Union to the L.U.s. The I.S.T. shall collect all per capita tax and assessments and monies owed for supplies from the L.U.s and the membership, and keep a careful and accurate account of the same; and shall see that the Bonding Indemnity Department of the Union is properly directed and operated in compliance with this Constitution and that the finances of the same are properly protected and handled as this Constitution provides. The I.S.T. shall supervise and direct all funeral and dismemberment benefits that are provided for in the Constitution and General Laws of this Union. Every six (6) months the I.S.T. shall give a complete financial report to the G.E.B.

and shall give a complete report to the Convention of the Union. The I.S.T. shall keep a complete record of the membership of the Union and shall issue a membership card and certificate to each and every member when enrolled in the International office, collecting the enrollment fees from the L.U.s; shall furnish the L.U.s with duplicate form blanks for monthly reports and see that each L.U. makes its monthly report correctly; and, in cases of any locals failing to make such reports, shall report the same to the G.E.B. and to the Convention. The I.S.T. shall receive and disburse all funds of the Union as provided for in this Constitution, or resolutions or actions of the G.E.B. pursuant to the Constitution and General Laws. The I.S.T. shall employ all clerical forces necessary to operate the International office, and with the advice of the I.P. and the G.E.B. shall agree upon the wages to be paid all classes of workers performing work in the International office. The I.S.T. shall give bond in such amount and within such period as may be required by law, and the I.S.T.'s bond shall be approved by the G.E.B. and the Union shall pay the premium for this bond. The I.S.T. shall make investments of surplus funds and allocate investment earnings as advised by the I.P. and the G.E.B. of

the Union. The I.S.T.'s term of office shall be for three (3) years, the same as that of all other officers of the Union, and when relinquishing office he or she shall turn over to his or her successor all books, papers and properties of the Union. The I.S.T. shall conduct all the correspondence of the G.E.B., shall act as secretary of the Convention and the meetings of the G.E.B. and see that the proceedings of the Convention and G.E.B. are published and properly distributed as this Constitution requires. The I.S.T. shall receive a salary of $183,978.48 a year (and any cost of living payment established per Section 12.3), and in addition shall be allowed any necessary traveling or other additional expenses. The I.S.T. shall receive successive three percent (3%) increases in salary effective September 1, 2007; on September 1, 2008; and on September 1, 2009. For the faithful performance of these duties the I.S.T. shall be allowed thirty (30) calendar days' vacation annually with full pay. In the absence of the I.S.T., these duties shall be performed by the I.P. or his or her deputy. In addition, the G.E.B. is authorized to furnish the I.S.T. with a suitable automobile which shall be the property of the I.U. and shall be placed at the disposal of the I.S.T. for carrying out the duties of the office.

The I.S.T. shall have the power, following Convention adoption of amendments to this Constitution, but prior to printing thereof, to make such typographical, grammatical and punctuation corrections, rearrangements and renumbering of sections, or other changes, including the remedying of inadvertent omissions or errors, as are necessary to carry out the spirit and intent of any amendments so adopted.

SEC. 10 INTERNATIONAL EXECUTIVE VICE PRESIDENT: The International Executive Vice President shall devote all his or her time to assisting the I.P. in conducting the affairs of the I.U. It shall be the International Executive Vice President's duty, in the absence of the I.P., to perform all duties pertaining to the office of I.P. The International Executive Vice President shall have his or her office at the International office of the Union and for the faithful performance of these duties shall receive the salary of $183,978.48 per year (and any cost of living payment established per Section 12.3), and in addition, shall be allowed any necessary traveling and other additional expenses and shall be allowed thirty (30) calendar days' vacation annually with full pay. The International Executive Vice

President shall receive successive three percent (3%) increases in salary effective September 1, 2007; on September 1, 2008; and on September 1, 2009. Furthermore, the G.E.B. is authorized to furnish the International Executive Vice President with a suitable automobile which shall be the property of the I.U. and shall be placed at the disposal of the International Executive Vice President for carrying out the duties of the office.

SEC. 11 INTERNATIONAL VICE PRESIDENTS:

11.1 Duties; Wages; Reports. It shall be the duty of the I.V.P.s, when requested to do so, to render to the I.P. such assistance as is within their power in conducting the work of the I.U.

Any I.V.P. who is, or who becomes aware that a L.U., J.B.C., J.S.C. or other subordinate body or officer of such a subordinate body or the I.U. has been subpoenaed by any government or law enforcement agency in connection with any investigation or proceeding concerning union financial practices, mishandling of union funds, corruption or racketeering involving the union or the individual's status with the union, shall immediately so notify the I.P.

The I.V.P.s shall be paid $367.74 wages per day

(and any cost of living payment established per Section 12.3). The I.V.P.s shall receive successive three percent (3%) increases in salary effective September 1, 2007; on September 1, 2008; and on September 1, 2009. While in the active service of the A.T.U. and when on the road they shall be allowed an appropriate per diem allowance as the G.E.B. may determine, which shall cover all expenses except travel expenses and other authorized expenses, this amount to be in addition to the expenses hereby allowed. Should they contract other bills, such as hall rent or expenses which they are compelled to pay to carry on the work of the I.U., they must send with their report the itemized receipted bill before the same will be allowed. Their reports shall be made out weekly and forwarded to the International office on the regular blanks provided by this Union. I.V.P.s who become eligible for vacations as the result of service rendered the Union shall be allowed thirty (30) calendar days' vacation annually with full pay.

11.2 Sick Pay. Officers and special organizers, when taken sick while on duty and away from home, shall receive their regular allowance as prescribed by Section 11.1, but as soon as they return to their home

town they shall receive only the wages prescribed in Section 11.1. In all such cases a doctor's certificate must be forwarded to the I.P. for approval before such payment may be made.

SEC. 12 GENERAL EXECUTIVE BOARD: 12.1 Members. The G.E.B. shall be composed of all International Vice-Presidents.

12.2 Meetings. The I.S.T. will be the secretary of the G.E.B. and the G.E.B. will arrange to hold its meetings not less than twice each calendar year, in compliance with the Constitution and General Laws of this Union. The members of the G.E.B. shall receive an additional allowance of one hundred dollars ($100.00) per day for their attendance at G.E.B. meetings.

12.3 Powers and Duties. The G.E.B. shall supervise and direct the affairs of the A.T.U. and be the governing body of the Union during interims between Conventions. It is the duty of the G.E.B. to see that the laws and policies of the Union, as laid down in the Constitution and General Laws, are carried out by the L.U.s and the membership thereof. The G.E.B. at the end of each six-month

period shall see that a complete audit be made by a certified public accountant of the financial records of the I.S.T. They shall have the power, where a L.U. violates the Constitution and General Laws of the Union, to annul or suspend said L.U.'s charter and shall have the authority to suspend or annul charters of L.U.s that have gone down in membership and ceased to function as a working local of the Union. In case the G.E.B. suspends or annuls the charter of a L.U. that ceases to function, the members of said L.U. who may be in good standing shall be transferred to membership at large, as provided in Sections 17.3 and 31 of the Constitution and General Laws.

The G.E.B. shall pass upon all appeals submitted to them from L.U.s, and the members thereof. The G.E.B. shall have the power to authorize a strike, in conformity with this Constitution, and to levy assessments to assist a strike or lockout, providing such assessments are in compliance with this Constitution. They shall have authority, as provided by Section 18.7 of this Constitution, to levy assessments to maintain the Funeral or Dismemberment Benefit Fund, when necessary. When necessary, the G.E.B. is empowered to allocate the investment earnings from the various

funds to any of the funds as needed. The G.E.B. is authorized to establish an appropriate cost of living formula for all International officers. Cost of living payments so established shall be paid in addition to the salaries already established and shown in this Constitution. The G.E.B. is authorized to make any adjustment in the wage formula, to comply with any wage controls now or hereafter in effect, so as to provide that the increases authorized by the Convention shall be paid. The G.E.B. is further authorized to and shall maintain an appropriate health and welfare benefit program for all International officers, staff, and employees.

12.4 Discipline: L.U. Officers. The G.E.B. shall have authority to deal with officers of a L.U. for refusal to carry out the laws and policies of the Union or attempts to thwart or interfere with the policies of this Union. The G.E.B.'s act in suspending a L.U. or a L.U. officer for violation of the laws and policies of the Union shall be fully reported to the Convention immediately succeeding such action. The L.U. or local officer thus suspended shall have the right to appeal to the Convention and have the case fully considered and acted upon by the Convention, the action of the Convention

to be final in the disposition of such cases. Where the G.E.B. suspends an officer or officers of a L.U., the G.E.B.'s action takes precedence over any other provision in the Constitution and General Laws of this Union and a L.U. has no right to interfere or take any other action except that taken by the G.E.B. in connection with cases of this kind. The L.U. must suspend such officer, or officers, and await the final action of the coming Convention and be guided by the action of the Convention in all such cases.

12.5 Discipline: L.U. Members. The G.E.B. shall have authority to deal with individual members of a L.U. for refusal to carry out the laws and policies of the Union or attempts to thwart or interfere with the policies of this Union and for other violations specifically set forth in Section 22, all of which conduct shall constitute violations of this section. Charges against any member alleging violations of the provisions of this section or of any provision of this Constitution and General Laws may be filed with the G.E.B. upon the signature of at least two officers of the I.U. A copy of such charges shall be served upon the member or members accused of violations. The G.E.B. may, if it wishes,

refer such charges to the L.U. for processing in accordance with Section 22. <u>If it does not refer the charges for processing in accordance with Section 22 or if processing of the charges is otherwise governed by Section 22.2, the G.E.B. shall investigate the charges and will be</u> empowered to issue and cause to be served upon the accused member or members a complaint stating the charges in respect to violation of this section which shall be in writing and shall be specific. The G.E.B. shall direct that a hearing shall be held upon said complaint and shall appoint either a trial committee or a hearing officer to conduct a hearing in the matter. At least ten (10) days' notice of the holding of such a hearing shall be given to the accused member or members. The accused member or members shall have the right to be represented by counsel and shall have full opportunity to present evidence and examine and cross-examine witnesses. The trial committee, or hearing officer, as the case may be, shall make a report containing findings and recommendations to the G.E.B. The G.E.B. shall consider the report and recommendations and shall take such actions as it may deem appropriate. The G.E.B.'s power to deal with members found guilty of violations of this section shall include the power to suspend, expel, fine, declare ineligible for holding

office or otherwise discipline such members. The G.E.B.'s act in suspending, expelling, fining, declaring ineligible for office or otherwise disciplining any member or members shall be fully reported by the G.E.B. to the Convention immediately succeeding such action. The member or members affected by such action shall have the right to appeal to the Convention and have the case fully considered and acted upon by the Convention. The action of the Convention is to be final, provided that nothing herein shall limit any rights such members may have under Section 101(a)(4) of the Labor-Management Reporting and Disclosure Act of 1959. Where the G.E.B. suspends, expels, fines, declares ineligible for office or otherwise disciplines a member, the L.U. has no right to interfere or to take any other action except that taken by the G.E.B. in connection with cases of this kind. The L.U. must carry out the action of the G.E.B. and await the final action of the Convention and be guided by the action of the Convention in all such cases.

12.6 Trusteeships. A trusteeship may be imposed by the I.U. upon a L.U., J.B.C., J.S.C. or other subordinate body to correct corruption or financial malpractice, including mishandling or endangering

Union funds or property, or the funds or property of any trust in which the Union has an interest; assure the performance of collective bargaining agreements or other duties of a bargaining representative; restore democratic procedures; serve as caretaker of the subordinate body, its members and affairs when there is a dispute concerning the election of officers or other situation impairing, or threatening to impair, the effective functioning of the subordinate body; or otherwise carry out the legitimate objectives of the I.U., including the enforcement of compliance with federal, state or provincial law, the Constitution and General Laws of the I.U., the approved bylaws of the subordinate body, or the rules, decisions, or orders of the G.E.B. or of International officers made within the scope of their authority under this Constitution. Whenever in the judgment of the G.E.B. such action is required, it shall have the power to instruct the I.P. to place such L.U., J.B.C., J.S.C. or other subordinate body in temporary trusteeship or take such other temporary action as it deems necessary. If a temporary trusteeship is imposed, the I.P. shall appoint a trustee, who shall administer the affairs of the subordinate body during trusteeship. Within thirty (30) days following the imposition of a

temporary trusteeship, a hearing shall commence to determine whether the trusteeship is justified and shall be continued.

The trustee shall act under the supervision of the I.P., who may remove him or her at any time and appoint a successor.

The trustee shall take immediate charge of the affairs of the subordinate body and shall have the right, upon demand, to all assets and records for the period that he or she is in charge, to be held in trust for the benefit of the members of the subordinate body.

Upon taking charge, the trustee shall see that all property of the subordinate body is protected and the rights of the membership looked after, their dues received, cards granted them and the work of the subordinate body kept in proper shape according to the laws of this Union. In administering the affairs of the subordinate body, the trustee shall have power to appoint members of the subordinate body or may go outside of the subordinate body to appoint members to assist the trustee in the work of caring for its affairs.

During the trusteeship, the assets of the subordinate body shall be expended for the conduct of its affairs. If, after the temporary trusteeship hearing, the G.E.B. ratifies the imposition of the trusteeship, the

I.P. may require the subordinate body to bear the expenses incurred in connection with the imposition, servicing, administration, and termination of the trusteeship. The trustee shall be bonded in sufficient amount as determined by the I.S.T. to safeguard the assets of the subordinate body.

When a trusteeship is imposed, the functions of the officers of the subordinate body shall be suspended and their functions shall pass to the trustee. The trustee may delegate those functions to members appointed to assist in the work of caring for the affairs of the subordinated body, who shall be subject to removal without cause at any time. If the G.E.B. determines after a hearing that the trusteeship is justified, and thereby ratifies the trusteeship, all offices within the subordinate body shall immediately become vacant. If the G.E.B. determines that the trusteeship was not justified, or should not continue, the suspended officers shall be restored to their prior offices without loss of salary or benefits, unless otherwise determined in accordance with the procedures set forth in this Constitution.

The autonomy of the subordinate body shall be suspended during the period of the trusteeship, except that membership votes shall be held where required by law.

The trustee shall make periodic reports to the I.P. on the progress of the trusteeship. The trustee shall also hold meetings of the membership not less than quarterly for the purpose of reporting to the members on the affairs and transactions of the subordinate body.

The temporary trusteeship hearing shall be conducted in the vicinity of the subordinate body involved by a hearing officer appointed by the I.P. who was not involved in the decision of imposing the trusteeship, with assistance from a member of the International Legal Department. Attendance at the hearing shall be limited to members in good standing.

Adequate notice of the time, place, and subject of the hearing shall be sent by the I.P. to the officers of the subordinate body and made available to its members by posting at appropriate locations.

The subordinate body shall be represented at the hearing by its officers, who will have the right to legal counsel at the expense of the subordinate body except in cases of financial malfeasance, shall have the right to examine and cross-examine witnesses, present other evidence, and argue the case for or against trusteeship, subject to rules formulated by the hearing officer to prevent undue repetition.

Members shall have a right to testify, subject to rules formulated by the hearing officer to prevent undue repetition. If a member alleges that the officers of the subordinate body cannot adequately represent his or her interests, the hearing officer may determine, upon a sufficient showing, to permit the member to participate in the examination and cross-examination of witnesses, the presentation of other evidence, and the argument.

Any officer or employee of the subordinate body who refuses to produce any document relevant to the hearing shall be subject to immediate suspension from office or employment by the G.E.B. pending proceedings under the concluding paragraphs of this section.

The hearing officer may formulate whatever additional rules may be required to ensure a full, fair, and expeditious hearing.

All testimony shall be taken under oath and a verbatim stenographic transcript shall be made of the hearing.

The hearing officer shall submit his or her findings and recommendations to the G.E.B. with the hearing transcript and exhibits.

Within forty-five (45) days from the date the hearing closes, the G.E.B. shall issue its decision

and order, which shall include its findings and determinations. Such decision and order shall be sent to the subordinate body and made available to its members.

A decision and order of the G.E.B. to continue a trusteeship may be appealed to the regular Convention of the Union in accordance with the applicable provisions of the Constitution and General Laws governing appeals from decisions of the G.E.B.

A decision and order of the G.E.B. determining that a trusteeship is justified shall constitute ratification of the trusteeship by the I.U. unless reversed on appeal.

The trusteeship shall continue for such period as the G.E.B. shall consider necessary for the reorganization or stabilization of the affairs of the subordinate body to achieve the purposes of the trusteeship.

Prior to the conclusion of the trusteeship, the trustee shall review the bylaws of the subordinate body and shall submit his or her recommendations for amendment to the membership in accordance with the provisions for amendment contained in the bylaws. Prior to the conclusion of the trusteeship, the trustee shall conduct new elections for all offices of the subordinate body in accordance with

the Constitution of the I.U. and the bylaws of the subordinate body. On returning the subordinate body to the local membership, a full report of the entire affairs of the subordinate body, including its financial accounts and property, shall be rendered to the G.E.B. and a copy of the same shall be filed with the officers of the subordinate body.

No obligation or liability of a subordinate body which may have been incurred prior to the imposition of a trusteeship shall be assumed by or become an obligation of the I.U. No obligation or liability of a subordinate body which has been placed in trusteeship, including obligations under existing collective bargaining agreements incurred subsequent to the institution of such trusteeship, shall become an obligation of the I.U., unless specifically authorized or assumed by the G.E.B.

Whenever the activities of any member or officer of a subordinate body involve, in the judgment of the G.E.B., a situation imminently dangerous to the welfare or best interests of the I.U. or a subordinate body, the G.E.B. is authorized to assume original jurisdiction in such matter, even though charges may have been filed with another body and are pending. Under such circumstances the G.E.B. may suspend the person from membership or office, but

it shall be required to accord such member or officer a hearing, upon notice of the charges against him or her, which hearing shall commence within thirty (30) days of such suspension.

The G.E.B. shall have the authority to appoint a temporary successor to any officer thus suspended, to serve until the charges are disposed of. Such hearing may be conducted by a representative appointed by the I.P. Following such hearing, the G.E.B. is authorized to take such disciplinary action as the circumstances warrant, including fine, suspension, expulsion, or removal from office. Appeal from the decision of the G.E.B. may be taken to the regular Convention of the I.U. Procedure on appeal shall be governed by the applicable provisions of the Constitution and General Laws.

12.7 Effect of Rulings. All rulings made by the G.E.B. shall be put into force by L.U.s and carried out immediately upon the receipt of the ruling of the Board.

12.8 Actions Between Meetings. In case any important question requiring immediate action comes up in connection with the work of the Union, the I.P. shall have authority to submit the same by

wire or written communication to the members of the G.E.B. and a vote of a majority of the members shall determine and decide the question.

12.9 Trustees of Property. The G.E.B. is hereby duly authorized to purchase and hold real estate for and in the name of this Union. Where trustees are necessary under the laws of a state in which property of the Union is located, to hold property in trust for the Union, the G.E.B. shall appoint said trustees from among the officers of this Union to hold such property or properties in trust for the Union. Said officer or officers so selected shall remain, be and serve as said trustee or trustees only concurrent with the term of office of said officer, or officers, so serving. At the expiration of said term of office or upon the retirement in any manner of said officer or officers from office it shall be the duty of the G.E.B. to appoint successors to said trustee or trustees from among the officers of this Union in like manner as before, and it shall be the duty of the retiring trustee or trustees to surrender and turn over to the duly appointed successor or successors all property so held in trust and all records and effects pertaining to said property, and it shall be the duty of the G.E.B. to see that such transfer is properly and legally made.

It shall be the duty of the G.E.B. either directly or through properly chosen trustees, to look after and direct the property affairs of the Union at all times.

SEC. 13 LOCAL UNIONS: 13.1 How Formed. A L.U. may be formed by ten (10) or more employees who are eligible for membership in the A.T.U. and who must apply to the I.P. for a charter, outfit and seal, which will be forwarded, providing the applicants are qualified according to this Constitution.

13.2 Bylaws. The bylaws and rules of L.U.s and amendments thereto, to be legal and effective, shall be read at two (2) regular meetings of the L.U. before adoption and it shall require a two-thirds vote of the membership in attendance and voting at the second union meeting to adopt. After posting the proposed bylaws, rules or amendments for adoption and failing to obtain a quorum at two (2) consecutive meetings of the L.U., the local executive board shall have the power, unless otherwise restricted by law, by a two-thirds vote of the total membership of the executive board to adopt such proposals on behalf of the L.U. Such a vote, if taken, shall dispose of the question and stand as the vote of the L.U. membership. After adoption by the L.U. the bylaws, rules or

amendments so adopted shall be forwarded to the I.P. for approval and must have the approval of the I.P. before going into effect. Any provisions of local bylaws or rules that conflict with the Constitution and General Laws are void. L.U.s that desire to do so can adopt this Constitution and General Laws as the bylaws for the L.U.

The L.U. bylaws shall provide for the handling of all grievances and complaints of the membership and for the taking up of disputes arising between the membership and the company. The bylaws may empower the president or any other officer to handle such matters, or may empower the executive board to handle such matters, or may empower any officer to handle such matters subject to the approval of the executive board.

L.U. bylaws shall establish a quorum for the holding of membership meetings.

13.3 Meetings. Each L.U. shall hold at least one (1) regular meeting each month, where a full report of the work of all officers, committees, and executive boards shall be made. In the event no meeting is held for lack of a quorum, all actions of the executive board which would have been reported to the membership at that meeting shall become final and

binding upon the L.U. without further action by the membership. A L.U. may, under special and justifiable circumstances, omit the regular meeting if excused by the I.P. In the event the I.P. grants such excuse and no other meeting is held during that month in the area in which the meeting is normally held, all members of the L.U. shall be granted credit for attendance at that meeting for the purpose of eligibility for office, where (and if) applicable pursuant to Section 14.2 of this Constitution. If the L.U. fails to hold regular meetings in accordance with the provisions of this section, then the G.E.B. shall deal with the matter.

The regular meetings of a L.U. shall be held at a time deemed most convenient to the membership and held at regular stated intervals so that the entire membership may be acquainted with the date and hour that regular meetings are scheduled to be held. If there are questions of any kind calling for a vote of the entire membership, such as agreements, wage disputes, or other questions of like importance, there can be arranged for such occasions, either an early, late or general meeting at some hour when the entire membership can best attend.

Meetings held at the headquarters of the L.U. or the charter city each month shall be construed as

being in compliance with the initial paragraph of this subsection. Meetings over the entire L.U. jurisdiction shall be held at such times, later in the month subsequent to the charter meeting, and places as the L.U. may determine by a majority vote. Business conducted at the headquarters or charter city meeting shall be presented to meetings held throughout the jurisdiction of the L.U. for their approval. Voting and the establishment of a quorum at such meetings shall be cumulative. The charter meeting shall be held regardless of the number of members present and all actions of that meeting shall be reported to and acted upon by the subsequent sessions. If the total attendance at all sessions does not constitute a quorum, then the business conducted at the charter meeting shall be considered null and void. However, in the event no quorum is achieved, all actions of the executive board which would have been reported to the membership shall become final and binding upon the L.U. without further action by the membership. Any action taken or motion initiated at any session other than the charter meeting, whether or not a quorum is present, shall be referred to the next monthly charter meeting for initial action.

13.4 Property and Real Estate. L.U.s may own and operate property and real estate. L.U.s holding or owning such property and real estate, one or both, may select from their membership a trustee or a board of trustees to hold, manage, control and operate the real estate or property for the L.U. in accordance with the laws of the state or province in which the L.U. is located. In case of withdrawal, lapse or dissolution of the L.U., all such property shall become the property of A.T.U. and come under the direction and control of International officers who act as trustees to hold, control and operate the property of said A.T.U.

13.5 Handling of Funds. All funds of L.U.s shall be deposited in a bank or banks, selected by L.U.s; the funds to be deposited in the name of the Union, to be drawn out only upon drafts signed jointly by two (2) or more officers of the respective L.U., one of whom must be the F.S. No withdrawal of or immediate encumbrance against deposited funds of a L.U. shall be authorized or allowed by use of an automated teller machine card, debit card, or similar means.

All monies received into a L.U. for initiation fees, monthly dues, assessments, and other fees,

benefits of different kinds and all other sources, at once become the property of the A.T.U., and any expenditures, other than those which are normal and routine or specifically provided for by the L.U. bylaws, must be authorized by a majority vote of the members of the L.U. in attendance at a regular meeting of the L.U. Appropriations to meet appeals of other L.U.s of the A.T.U. shall be only upon appeals endorsed by the I.P. and in such case the L.U. issuing such appeal shall issue the same in duplicate and in case of donation by the L.U. receiving such appeal, such donation shall be forwarded to the International office, together with the duplicate appeal. The original appeal shall be retained upon the record of the L.U. making the donation, together with a record of the donation. The I.U., by the I.P., shall forward such donation to the local making the appeal, provided that assistance is yet needed by said appealing L.U.

13.6 Officers. The officers of a L.U. shall consist of a president-business agent, vice president, recording secretary, financial secretary, and treasurer and an executive board composed of not less than two (2) other members in addition to the executive officers. The executive offices of president-business

agent, vice president, recording secretary, financial secretary and treasurer shall be elected by the entire membership. The three (3) offices of recording secretary, financial secretary, and treasurer or any two such offices may be combined. L.U.s which prior to the beginning of the Forty-Fourth Convention had established the combined office of recording secretary and business agent, or the combined office of business agent and financial secretary, may retain such combined office in lieu of combining the offices of president and business agent. In such L.U.s, if there are two (2) or more full time officers one (1) must be elected as the president-business agent, beginning with the next L.U. election cycle. The president-business agent or president shall be chairperson of the executive board and, beginning with the December 1989 L.U. election cycle, all other executive officers of the L.U. shall serve on the executive board by virtue of their office.

13.7 Stewards. Shop stewards shall be elected if they exercise any executive functions for the L.U. or if the position is combined with any of the officer positions set forth in Section 13.6.

13.8 Appointed Positions. L.U.s may establish such appointed positions as may be deemed

appropriate, such positions to be filled only through the method of appointment as in the case of the appointment of a committee chairperson, and such positions shall not be considered L.U. offices.

13.9 President's Duties. The president-business agent (or financial secretary-business agent or recording secretary-business agent, if applicable) shall be the chief executive officer of the L.U. and shall have general supervision over all its affairs between the executive board and membership meetings. It shall be the duty of the president-business agent to preside at all meetings of the L.U.; to preserve order and enforce this Constitution and the local bylaws; to see that all officers perform their respective duties; to authorize lost time for executive board or other members to carry out their L.U. duties; and to appoint health and safety committees and all other committees not otherwise provided for. The president-business agent shall decide all questions of order, subject to an appeal to the L.U.; shall have a right to vote in secret ballot votes at the same time and along with the other members who cast their ballots, and shall have a right to vote only in case of a tie where there is a standing or hand vote, when he or she shall give the deciding vote. The

president-business agent shall announce the result of all votes; shall enforce all fines and penalties; shall have the power to call special meetings when requested by one-third or more members in writing and shall sign all orders on the treasury for such money as shall by this Constitution and the local bylaws or by vote of the L.U. be ordered paid. The president-business agent, or an executive officer of the L.U. designated by the president-business agent and approved by the executive board, shall sign all checks and drafts on bank. The president-business agent shall perform such other duties as this Constitution and the local bylaws may require.

13.10 Vice President's Duties. It shall be the duty of the vice president in the absence of the president-business agent to preside and perform all duties pertaining to the office of the president and to render such assistance as may be required of him or her. In case of a vacancy in the president's office, the vice president shall preside until the L.U. elects a president to fill the vacancy.

13.11 Recording Secretary's Duties. It shall be the duty of the R.S. to keep a correct account of the

proceedings of the L.U., to call the roll of officers, carry on all correspondence and perform such other duties as pertain to this office and to deliver to the L.U. at the expiration of his or her term of office all property entrusted to his or her care.

13.12 Financial Secretary's Duties. It is the duty of the F.S. to keep the books of the L.U., to enroll all members, to see that the certificates of membership are obtained for new members and issued to them, to receive from the International office the working cards and to make out the card of each member from the records of the books each month, and to deliver them to the dues collector or collect for them personally, but in no case will the F.S. issue blank cards to any collector or other officer to fill out and collect dues upon.

The F.S. shall keep a true and proper account between the L.U. and its members, collect all monies due the L.U. and pay same to the L.T., taking receipt for the same; shall be one of the officers signing all drafts; shall report to the L.U. at each meeting the amount collected, and shall make a quarterly statement of receipts, deposits, expenditures and balances, and deliver his or her books to the auditing committee when so desired for authentication. The

F.S. shall see that the L.U. is kept in good standing with the I.U., forwarding all reports to the International office and receiving receipts for the same.

13.13 Treasurer's Duties. It shall be the duty of the treasurer to receive from the F.S. all monies collected by him or her. The treasurer shall make no disbursements without authorization from the president; shall report quarterly all monies received and paid out by him or her and submit his or her books to the auditing committee when so desired and shall, in the name of the union, deposit all money in the bank that the L.U. shall select, only to be drawn upon drafts signed jointly by two (2) or more officers of the L.U.

13.14 Duties of Local Executive Board. It shall be the duty of the executive board to supervise and direct the management of the L.U. They may constitute the Grievance Committee and shall investigate all disputes and controversies between the members of the L.U. and the companies, and report their findings to the regular meetings of the L.U. The executive board shall be empowered to call special meetings of the L.U. to consider any matter or matters which, in the judgment of the

board, warrant the calling of a special meeting. 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. They shall appoint their own time for meetings of the board which shall be at least once a month; provided, however, that over-the-road L.U.s may conduct semi-annual executive board meetings if the L.U. bylaws so provide and also authorize the executive board to conduct business in between meetings by mail, wire or telephone. Special meetings shall be called by the president when deemed necessary. The majority of the board shall constitute a quorum to do business.

13.15 Other Duties and Restrictions. The officers and executive board of the L.U. shall direct and handle the affairs of the L.U. subject to the laws and rules of this Union and in conformity with the instructions of the L.U. It shall be the duty of the officers and executive board of the L.U. to insure that the funds and property of the L.U. are preserved, managed, invested and expended in accordance with this Constitution and policies and the bylaws

of the L.U. Where agreements with the employing company provide for arbitration, they shall conduct the arbitration in accordance with the laws of the I.U. and the instructions of the L.U. It shall be their duty at all times to report all of their acts and doings to the meetings of the L.U. and be subject to and carry out all of the instructions of the L.U. The officers and executive board members requesting an International officer upon local disputes between members, or on questions and grievances arising under agreements with the company, shall write or wire full particulars of the case to the I.P. If it is the advice of the I.P. that the local officers should proceed and attempt to adjust the case before an International officer is sent, they shall carry out the I.P.'s instructions in regard to the same, keeping him or her fully informed of the situation.

Any officer of the L.U. who is, or who becomes aware that another member or officer, has been subpoenaed by any government or law enforcement agency in connection with any investigation or proceeding concerning union financial practices, mishandling of union funds, corruption or racketeering involving the union or the individual's status with the union, shall immediately so notify the I.P.

13.16 Order of Business. The following shall be the regular order of business for L.U.s:

1. Call to Order by President
2. President or Designee Examines Members Present
3. Roll Call of Officers
4. Reading of Minutes of Previous Meeting
5. Initiation of New Members
6. Communications and Bills
7. Reports of Officers
8. Reports of Delegates and Standing and Special Committees
9. Unfinished Business
10. New Business and Welfare of the Local
11. Nomination and Election of Officers
12. Installation of Officers
13. Receipts and Expenditures
14. Adjournment

13.17 Duty to Uphold Constitution. A L.U. willfully violating the Constitution or principles of the A.T.U. or acting in antagonism to its welfare, may be suspended by the I.P. with the consent of the G.E.B., or may be placed in trusteeship in accordance with the provisions of Section 12.6.

13.18 Constitutions; Badges; and Supplies. All Constitutions, badges and other supplies shall be furnished by the International office and forwarded to the L.U.s in good standing when ordered by the same, the same to be paid with the monthly reports, and L.U.s failing to pay for their supplies will be subject to the same penalties as provided for the non-payment of per capita tax.

13.19 Monies Owed to I.U. The L.T. through the F.S. of the L.U. shall send per capita tax and monies owed for enrollment and supplies to the I.S.T. on the first (1st) day of each month for the month preceding. Monies owed the Union for enrollment and supplies shall be considered the same as per capita tax, and the L.U. failing to pay them shall be subject to the same penalties as are provided for the non-payment of per capita tax. The money for per capita tax, enrollment and supplies, or any other financial obligation to the A.T.U., shall be held as a standing appropriation and an order for the same shall be signed by the president without a vote of the L.U. The loss for neglecting to report members suspended, withdrawn, or out of the local shall be borne by the L.U.

13.20 Financial Arrears. Any L.U. two (2) months or over in arrears in any financial obligation to the A.T.U., whether for per capita tax, enrollment or supplies, or otherwise, shall be declared in bad standing and so notified, and the membership of the L.U. will not be entitled to strike, lockout, funeral, dismemberment or any other benefits provided for in this Constitution and General Laws, and the L.U. shall be so notified. In case of any arrearage of more than two (2) months, the I.P. shall assign an International officer, auditor or other representative to conduct an investigation of the L.U. and, thereafter, to report his or her findings to the I.P. The payment of such benefits as may be due to any member of such a L.U. will be withheld until the L.U. pays all its arrearage, which must be paid on or before the tenth (10th) day of the fourth (4th) month. After the tenth (10th) day of the fourth (4th) month, the L.U. does thereby suspend itself and the membership enrolled under the L.U.'s charter from any further membership or benefits in this Union, and in case of reinstatement of the L.U. and its membership after such suspension, the members will commence as new members insofar as all financial benefits are concerned in this Union. The local president-business agent must bring this matter before the L.U. and the action of the L.U.

must be reported immediately to the I.S.T. and if it is not favorable, the I.S.T. shall then proceed with an investigation.

13.21 Sick Benefits. Sick benefits may be adopted and regulated by the L.U. No Sick, Relief or Accident Benefit Association shall be recognized unless controlled by the A.T.U., and under the direction of the L.U. and its duly constituted officers.

SEC. 14 ELECTION OF LOCAL UNION OFFICERS: 14.1 When Held. All L.U.s shall elect officers for terms of three (3) years which shall run concurrently, beginning with the new term. Their term shall continue until such time as their successors are elected or on the first (1st) of January or the first (1st) of July following the election of officers. Such elections shall be held either in June or December, as the L.U. so elects, and such elections shall take place on or before the twenty-fifth (25th) of June or the twenty-fifth (25th) of December, as the L.U. may determine, in order that officers will be properly elected before the expiration of the term. Newly elected officers shall assume the duties of their offices on the first (1st) of January or the first (1st) of July following their election, irrespective

of their installation date. Installation of officers shall take place at the first meeting following announcement of the election results.

14.2 Eligibility for L.U. Office. Members to be eligible to run for office in a L.U. must have complied with the provisions of this Constitution and the bylaws of the L.U. Members in the service of the L.U. or the I.U. are deemed to be in service and are eligible to office provided they have complied with the provisions of this Constitution and the bylaws of the L.U. A member to be eligible to office must have been a member in continuous good standing of his or her L.U. the two (2) years next preceding the day of the nomination meeting where the L.U. has been in existence for that period or longer.

Members of L.U.s whose L.U. elections for officers are not covered by the Labor-Management Reporting and Disclosure Act of 1959 shall have attended at least six (6) regular meetings each year during the twenty-four (24) months prior to and including the nomination meeting; provided, however, that such L.U. may, through its bylaws and with approval of the I.P., affirmatively declare that no such meeting attendance requirement shall

be applied as a condition of eligibility for any office of the L.U.

Any meeting attendance requirement applied pursuant to this section shall not operate to render a member ineligible due to a confinement on account of sickness or injury or due to service in the uniformed military services of the United States or Canada, the duration of which would have prevented him or her from attending the required number of meetings, and/or where the member's attendance was prevented by absence because such member's regular work schedule prevents attendance on the required amount of meeting days. Documentation supporting any such request(s) for credit for a missed meeting must be provided by the member to the local union not more than ten (10) days following the meeting for which he or she seeks an attendance credit or, in the case of one or more absence(s) resulting from the member's service in the uniformed military services, not more than ten (10) days after the member returns to work. It is the intent of the foregoing language that where a meeting attendance requirement is applied pursuant to this section, a member who has attended only five (5) or fewer regular meetings in a given year shall thereby not be eligible to run for office unless, pursuant to

the forgoing language and/or Section 13.3 of this Constitution, or under the bylaws of the L.U. he or she has been excused from, or granted credit for, attendance at each and all of the remaining regular meetings in that year.

14.3 Members Disqualified from Holding Office. Members who have voluntarily left the service in which the membership of the L.U. is engaged, or who have retired on pension or who have been discharged for cause found by the L.U. to be proper, are not eligible to run for any office in the local. No member who is disqualified from holding office under the provisions of Section 504 of the Labor-Management Reporting and Disclosure Act of 1959 shall be eligible for holding office in this Union. Pensioners shall not be eligible to be candidates for or hold office in the L.U. except that members who retire on pension during their term of office may complete the term. Any member who has actually quit the service of an employing company to engage in any other business except for this I.U. shall not be eligible to be elected to office in a L.U. and one who is holding office in his or her L.U. at the time the member so quits the service of an employing company may no longer hold office

and must resign. Where a member's discharge case has been sustained under either the procedure set out in the labor contract for the adjudication of such grievances or in any other adjudicatory forum, the member may no longer hold office and must resign.

14.4 Nominations; Ballots. L.U. nominations and elections shall be held as follows: The L.U. shall specify a date for nominations and election at a regular meeting of the L.U. or, under instruction of the L.U., the executive board shall hold a meeting at which nominations for officers shall be received. In the case of L.U.s whose members are employed on an over-the-road property, provisions shall be made in the L.U.'s bylaws for the making of nominations and for elections by mail, and in the case of other L.U.s, nominations may be made and elections may be conducted by mail at the discretion of the L.U. if the L.U.'s bylaws so provide. In the case of a L.U. whose bylaws provide for the making of nominations and for elections by mail, such nominations as have been received by mail shall be opened at the nomination meeting and read into the minutes at that meeting, and thereafter nominations shall be closed.

All L.U.s shall conduct nominations in a timely

fashion such that the election process (whether under the primary or plurality system) is completed no later than the twenty-fifth (25th) of June or the twenty-fifth (25th) of December, as determined by the L.U. pursuant to Section 14.1. In no event shall the nomination meeting be held less than one (1) week before the date of election, and at least five (5) days' notice of nominations of office shall be given to the members previous to the holding of the nomination meeting. At the nomination meeting any member in good standing in the L.U. may appear and place in nomination for any office any member of the L.U. who is qualified under this Constitution and L.U. bylaws governing nominations and elections. In the event no quorum is in attendance at the nomination meeting, the executive board of the L.U. shall hold a meeting within the following week for the purpose of receiving such nominations, provided that at least five (5) days' notice of nominations for office must have been given to the members previous to the holding of the nomination meeting by the L.U. executive board.

Immediately following the nomination meeting, the F.S. or the R.S. shall prepare a ballot. Candidates' names for the respective offices shall be placed on the ballot in alphabetical order.

14.5 Types of Elections. (a) Officers may be elected under either the primary system or the plurality ballot system.

(b) Under the primary system where there are but two (2) candidates for office, the voter shall vote for only one (1). If there are three (3) or more candidates for the same office, a run-off election will be necessary unless one (1) candidate receives a majority of all valid votes cast. Should no one (1) receive a majority of all valid votes cast, then the two (2) candidates with the highest number of votes shall contest in a run-off election. Where two (2) or more offices are to be filled, such as members of the executive board or delegates to a Convention, etc., each office shall be contested separately, as Position No. 1, Position No. 2, etc. Failing to obtain a majority on the first ballot, the top two (2) in each position will be in a run-off election.

(c) L.U.s may, upon approval of the local's membership, adopt bylaws providing for the plurality voting system. Where two (2) or more members are nominated for an office, the member receiving the most votes shall be declared elected. Where two (2) or more offices are to be filled, such as members of the executive board, each office shall be contested separately. Where two (2) or more positions as delegates to a Convention are

to be filled, then all nominated members' names shall appear on the same ballot in alphabetic order, and the members receiving the most votes in order shall be elected delegates to that Convention (i.e., eleven delegates to be elected, top eleven vote getters are elected).

14.6 Prohibition of Write-In Candidates. Under no circumstances will write-in candidates be permitted.

14.7 Election Procedures and Requirements At least fifteen (15) days' notice of any election must be mailed to each L.U. member at the member's last known home address. This notice shall include a specification of the date, time and place of the election and of the offices to be filled. In the case of L.U.s whose bylaws provide for elections by mail, the 15-day mail notice requirement shall be met if the ballots are mailed to each L.U. member at the member's last known home address at least fifteen (15) days before the time and date set for the return of the ballots. This 15-day mail notice of the election shall also serve to give notice of and specify the date of any run-off election that may become necessary under the primary system.

The F.S. of the L.U. or any elected officer designated in the L.U. bylaws shall preserve for one (1) year the ballots and all other records pertaining to any election of L.U. officers.

When an election of L.U. officers is held, any candidate shall have the right to have an observer at the polls and at the counting of the ballots.

The election of all L.U. officers shall be by secret ballot. L.U.s shall have the privilege and option of using voting machines.

When the election is to be held by voting at the polls, no member shall be entitled to vote unless the member is in good standing and presents him or herself at the polls in person. Where in any L.U. an election is to be held by a mail ballot, a ballot shall be mailed to each L.U. member at the member's last known home address.

14.8 Challenges. Any member who is entitled to vote may challenge the conduct or results of an election by filing, within ten (10) days of the counting of the ballots, a challenge to the incumbent S.T. of his or her L.U. to such effect. The S.T. shall submit the challenge for decision to the executive board, subject to final ruling by the membership.

14.9 Installation. Retiring officers shall see that all officers elected are duly installed and placed in charge of the office before surrendering or turning over the office. When an elected officer fails to attend the meeting to be obligated or fails to properly qualify within three (3) succeeding meetings, except in case of sickness or delay over which the elected officer has no control, the office to which he or she was elected shall be declared vacant and a new election held to fill the vacancy in accordance with the bylaws of the L.U. and the provisions of the Constitution.

Retiring officers shall immediately turn over to newly elected officers upon the taking of office by such newly elected officers, all funds, books, records, papers and files of the L.U. If such funds, books, records, papers and files have not been turned over within ten (l0) days after the new officers have taken office, the local executive board shall prefer charges against the officer or officers who are responsible and the matter shall then be referred to the L.U. to be handled in accordance with the procedures set forth in Section 22 and such procedures shall thereafter be followed. In the event that no action is taken by the L.U. and it appears that the funds, books, records, papers and files of the L.U.

have not been turned over to the newly-elected officers, then the G.E.B. of the I.U. shall take such steps as may be necessary to effectuate compliance with the provisions of this section, and the G.E.B. shall proceed to deal with the retiring officer or officers responsible.

14.10 Elections to Fill Unexpired Terms (Interim Elections). In the event that an interim election is to be held to fill the unexpired term caused by the resignation of any incumbent L.U. officer or executive board member, the following rules shall apply: In order to be a candidate for office in an interim election, any incumbent L.U. officer, executive board member or other elected representative desiring to fill a vacancy for the remainder of the term must submit his or her resignation at or before the opening session of the monthly meeting at which nominations for the vacant office are received and prior to the close of nominations for that office and thereafter any such additional vacated offices shall be included in the interim election. The 15-day mail notice of interim elections required by Section 14.7 shall specify that the elections will include not only the original vacated position, but also any other office that may

come open by resignation of the incumbent during the nominations process. All such resignations shall be effective upon the completion of the election process. A L.U. officer, executive board member or other elected representative whose resignation during the term of office causes an interim election shall not be deemed eligible to run for any L.U. office for the remainder of the unexpired term.

SEC. 15 STATE AND LOCAL CENTRAL BODIES: L.U.s shall send delegates to the nearest central labor body unless excused by the I.P. When the membership of a L.U. is located in different cities, towns or districts in each of which a Central Trades or Labor Council exists, the L.U. shall affiliate the members located in each of these towns, cities or districts with the respective central body holding jurisdiction therein. Members of such locals may, without regard to their residency, participate in the affairs of such bodies. In the United States, locals shall affiliate with Central Bodies and State Federations chartered by the AFL-CIO unless excused by the I.P. In Canada, locals shall affiliate with District Labour Councils and Provincial Federations chartered by the Canadian Labour Congress, unless excused by the I.P. It

shall be the duty of the L.U. president to see that delegates elected or appointed for that purpose shall attend and properly represent the L.U. at all meetings of the central body for which they are elected or appointed as delegates thereto. Where it is impossible on account of working conditions to have all the delegates attend these meetings, they shall arrange among themselves to have one (1) or more delegates represent the L.U. at each meeting. Where possible, all delegates shall attend. When a delegate fails to attend at least one (1) of any three (3) consecutive meetings, the president shall report the same to the L.U. and the L.U. shall remove the delegate and elect another to fill the vacancy. The delegates, in turn, shall make a full report of the acts and doings of the central bodies to the regular meetings of the L.U.

SEC. 16 MERGER OF LOCAL UNIONS: The I.P., with the consent of the G.E.B., may merge two (2) or more L.U.s into one (1) of such locals or may consolidate them into a new L.U., provided that the L.U.s involved have by a referendum vote of their membership approved such consolidation. In that event, all property and real estate held by such L.U.s under Section 13.4 of this Constitution

and General Laws shall become the property of the L.U. into which the other L.U.s have been merged in the case of merger and shall become the property of the new L.U. and shall be held by the trustee or trustees of such merged or newly chartered L.U. in the case of consolidation; all property, books and funds held by, or in the name of, or on behalf of such L.U. under Section 17.1 of the Constitution and General Laws shall be held in the same manner by the L.U. into which the other locals have been merged in the case of merger and by the new L.U. in the case of consolidation. The I.P., with the consent of the G.E.B., may take all necessary steps to carry through such merger or consolidation in accordance with this provision.

SEC. 17 WITHDRAWAL OF LOCAL UNIONS:

17.1 Procedures. A L.U. cannot withdraw from the A.T.U. while ten (10) members in good standing object thereto. Unless otherwise ordered by the I.U., a final distribution of any funds in possession of or belonging to the L.U. cannot be made so long as five (5) members of the L.U. object thereto. If at any time a L.U. should withdraw, lapse, dissolve or be suspended, all property, books, charter, seal and funds held by or in the name of, or on behalf of

said L.U. shall be forwarded immediately by express to the I.S.T., to be held in trust for a period of one (1) year, when, if the L.U. has not been reorganized, the money shall be transferred to the Funeral or Dismemberment Benefit Fund, or Defense Fund, as the G.E.B. may decide.

17.2 Penalty. The officers and members of the said lapsed, dissolved or suspended L.U. shall comply with Section 17.1 within thirty (30) days after such dissolution or suspension under penalty of being prosecuted by law, and the forfeiture of membership. Officers under bond will not be released until all provisions are strictly complied with.

17.3 Transfer of Members and Funds. The members in good standing of a lapsed or disbanded L.U. who desire to retain membership in this Union may do so by writing the International office, giving name and address and requesting that their membership be transferred to the membership-at-large of the Union, as provided in Section 31 of this Constitution. Upon such a notice being received at the International office, the members will be transferred and in the future they will pay their dues and come under the provisions of this

Constitution providing for membership-at-large, and remain under that provision until their L.U. has been reorganized or a new one established, or until they enter employment on lines where there is an established local of the Union to which they can be transferred.

In the event a L.U. holds a separate fund for the payment of old age or dismemberment benefits or both to its officers, such funds shall be transferred to the I.U. in the case of suspension, dissolution or withdrawal in the same manner and under the same rules as the other funds of the L.U.

In the event of merger, they shall be transferred to the L.U. into which the other L.U.s have been merged; and in the case of consolidation, to the newly chartered local. Provided, however, that in each of the above contingencies, the funds so transferred to the I.U. or to another L.U. shall be used for the payment of retirement and dismemberment benefits to the officers of the L.U.s who have been retired in accordance with the plan existing at the time of such transfer.

SEC. 18 REVENUES: 18.1 Per Capita Tax. (a) The monthly per capita tax that each L.U. shall pay through its F.S. to the International office for

each active local union member pursuant to the minimum dues formula (as established at the Forty-Seventh Convention) in the amount of $10.35 effective July 1, 2007, shall be adjusted July 1, 2008, and annually from year to year thereafter, based on the percentage increase, if any, in the Consumer Price Index (CPI-W, 1982-84=100) published by the U.S. Department of Labor, Bureau of Labor Statistics. That percentage increase shall be applied to the existing per capita tax amount in order to determine the amount of increase in per capita (which shall be rounded to the nearest $.05) and thereby establish a new per capita rate for active members. Thus, the adjustment effective July 1, 2008, shall be based on the percentage increase, if any, in the CPI between December 2006 and December 2007, and like adjustments shall be made annually thereafter. Any such increase in per capita tax shall be added to the actual dues paid by active members in each L.U. The per capita tax payable by each L.U. for each pensioned member shall not be subject to annual adjustment and shall be the sum of two dollars ($2.00) per pensioned member retired prior to January 1, 1993, and four dollars ($4.00) per pensioned member transferred to pension status on or after January 1, 1993.

Pensioned members are those members who have retired on pension and/or social security or railroad retirement, and are not employed in our industry or are totally and permanently disabled. All other members are considered active members and shall be required to pay the per capita tax applicable to active members. The per capita tax shall cover the general expense of the I.U., including the funding of In Transit and the A.T.U. Pension Plan and Trust for International Officers, Staff and Employees; the Funeral or Dismemberment Benefit Fund; and the Defense Fund. In the case of active and pensioned members, $.90 per month shall be placed in the fund for the payment of funeral and dismemberment claims; $.10 per month shall be placed in the Trusteed Retirement Plan for International Officers, Staff and Employees; of the remaining per capita tax, eighty percent (80%) per month thereof shall be placed in the General Fund for the management of the I.U., five percent (5%) per month shall be placed in the Organizing and Activism Fund for the protection of the union's interests through organizing activities and other member activism programs, and fifteen percent (15%) per month thereof shall be placed in the Defense Fund for the protection of the membership

as described in Section 19.1. An amount equivalent to the International per capita tax shall be paid by the L.U. each month for any person making service payments to the L.U. in lieu of dues under agency shop, fair share, RAND formula, or similar contract provisions.

(b) L.U. remittance of the per capita tax otherwise payable to the I.U. shall be waived for the six months following issuance of a L.U.'s charter and, in the case of a newly organized bargaining unit, for the six months following ratification of the unit's first collective bargaining agreement.

(c) L.U. remittance of the per capita tax otherwise payable to the I.U. may, upon request by a L.U., be waived by the I.P. upon approval by the G.E.B. for the months of July and August for L.U. members providing school bus services who are not employed during those months.

18.2 Dues. (a) The minimum dues amount of $43.00 in effect since July 1, 2007, and the $.90 cumulative increase in per capita tax totaling $43.90 ($43.00 + $.90 = $43.90) under the minimum dues formula established at the Forty-Seventh Convention, chargeable to all active members of A.T.U. locals, shall be combined to

establish a new minimum dues rate for all active members of A.T.U. locals of $43.90. This new minimum dues amount shall be adjusted on July 1, 2008, and annually on July 1 from year to year thereafter, by an amount representing the percentage increase, if any, in the CPI (CPI-W, 1982-84 = 100) published by the U.S. Department of Labor, Bureau of Labor Statistics or by two dollars ($2.00), whichever is lesser. In computing these adjustments, any percentage increase in the index during the preceding calendar year shall be applied to the then existing minimum dues amount in order to determine the amount of increase in actual dues (which shall be rounded to the nearest $.05). Thus, the adjustment effective July 1, 2008, shall be based on the percentage increase, if any, in the CPI between December 2006 and December 2007, and like adjustments shall be made annually thereafter.

(b) All L.U.s whose actual dues amount for active members on July 1, 2007, was less than the minimum dues amount of $43.90 shall increase the dues of active members by two dollars ($2.00), effective July 1, 2008, and by a like amount on July 1 from year to year thereafter until the chargeable minimum dues rate is reached for all active members

under subsection (a) hereof. Thereafter, such L.U.s shall adjust the dues of active members as provided by subsection (c) hereof the same as other L.U.s whose actual dues structure equals or exceeds the minimum dues amount.

(c) Any L.U. whose actual dues for active members as of July 1, 2007, equals or exceeds the minimum dues rate of $43.90 shall increase its actual dues for active members effective July 1, 2008, by an amount equal to the adjustment to the minimum dues amount required under subsection (a) above. Like adjustments shall be made annually thereafter.

(d) Dues of active M.A.L.s shall be no less than the per capita tax amount payable by active L.U. members under subsection (a). Dues for pensioned M.A.L.s, or pensioned members of L.U.s shall not be subject to the annual adjustment formulas and shall be no less than two dollars ($2.00) per month for any pensioned member retired prior to January 1, 1993, and four dollars ($4.00) per month for any pensioned member transferred to pension status on or after January 1, 1993.

18.3 Alternative Revenue Structures. Upon the request of a L.U., the G.E.B. shall have the

authority, for organizing purposes and where it otherwise may deem appropriate, to establish a lower dues and/or per capita structure than would otherwise be required to be charged by the L.U. under Sections 18.1 and 18.2.

18.4 Initiation Fee; Registration Fees. The initiation fee of a member shall be no less than two dollars ($2.00) and shall not exceed three hundred dollars ($300.00). Upon the initiation of a member, the F.S. of the L.U. shall forward to the International office five dollars ($5.00), or one-half the initiation fee, whichever is less, in payment of the member's registration fee, membership card, and certificate and give the correct name, address and age of the member to be enrolled.

No registration fee shall be charged to the ten (10) charter members of a L.U. No officer or member shall be exempt from the payment of dues and assessments nor shall any dues or assessments be remitted or canceled in any manner to any member, except that a member retired from active service or continuing in active service with fifty (50) or more years of continuous membership shall be exempt from paying monthly dues and assessments. Such members shall retain all rights and benefits

under other provisions of this Constitution and shall be issued a Golden Membership Card.

18.5 Special Assessments: Defense Fund. In the event the Defense Fund is depleted to a level of less than three million dollars ($3,000,000) because of strike benefits and other expenses, the I.S.T. shall, with the approval of the I.P. and the G.E.B., put into effect up to an additional ten dollars ($10.00) per month per capita tax for the Defense Fund on all active members of the Union. Each L.U. shall thereupon pay, through its F.S. monthly, to the International office, up to ten dollars ($10.00) per active member, in addition to the per capita tax provided for in Section 18.1 of our Constitution and General Laws. This Defense Fund per capita tax shall be continued until the Defense Fund is again built up to a level deemed to be sufficient for its purposes by the I.P. and G.E.B. within the limits of three million dollars ($3,000,000) minimum and five million dollars ($5,000,000) maximum. In any event, should the fund reach a total of five million dollars ($5,000,000) this additional per capita tax shall cease.

When the per capita tax herein provided for is levied, all L.U.s shall forward to the International

office the required total amount so levied at least every month. Any L.U. failing to forward such per capita tax within said one (1) month shall be delinquent and shall be fined or suspended or both (fine to be not less than double the amount of that portion of the per capita tax for which such L.U. may be delinquent), subject to the decision of the G.E.B. which decision shall stand unless reversed by the next regular Convention, or the G.E.B. may instruct the I.P. to institute a trusteeship pursuant to the provisions of Section 12.6.

18.6 Special Assessments: General Fund. Should the funds in the General Fund providing for payment of the general expenses of the Union be reduced to five hundred thousand dollars ($500,000) or less, the G.E.B. is hereby authorized to levy a special assessment of one dollar ($1.00) per member, to be placed upon the membership of this Union for such months as the G.E.B. may determine. However, the membership shall not be assessed to exceed three (3) such assessments, amounting to three dollars ($3.00) in any one (1) calendar year.

When the per capita tax assessment of one dollar ($1.00) per member is placed in effect, all

L.U.s shall forward to the International office the required total amounts so levied for each month such assessment is in effect. Monies owed by the L.U. for such assessment shall be considered the same as per capita tax, and the L.U. failing to pay them shall be subject to the same penalties as are provided for the non-payment of per capita tax.

18.7 Special Assessments: Funeral or Dismemberment Benefit Fund. Should the fund providing for payment of funeral and dismemberment benefit claims be reduced to five hundred thousand dollars ($500,000) or less, the G.E.B. is hereby authorized to levy a special assessment of one dollar ($1.00) per member, to be placed upon the monthly working cards of the membership of this Union for such months as the G.E.B. may determine. However, the membership shall not be assessed to exceed three (3) assessments, amounting to three dollars ($3.00) in any one (1) calendar year. In the case of epidemic or unusual circumstances causing a larger death list, or when in the judgment of the G.E.B. it is necessary to meet the financial requirements of the Funeral or Dismemberment Benefit Fund, they may apply a special assessment of one dollar ($l.00) and with

that assessment shall be a full explanation to the membership of the necessity for the same.

18.8 Reporting of Special Assessments. Special assessments when levied by the Union will be sent to the I.S.T. made out separately upon the regular monthly report blanks. The sender shall specify that the report is for the special assessment.

18.9 Increase in Per Capita Tax. Any increase in L.U. dues for active members resulting from the minimum dues adjustment formula as provided by Section 18.1 and 18.2, and any increase in per capita tax resulting therefrom, shall constitute, respectively, dues owed to the L.U. and to the I.U. by each member of the Union and shall be collected by the L.U. and the per capita tax forwarded to the I.S.T.

SEC. 19 DEFENSE FUND: 19.1 Purposes and Uses. For the purpose of protecting its members and defraying the legitimate expenses of members on strike and locked out and for conducting strikes and lockouts authorized by the proper authority of the A.T.U.; for the purpose of protecting the membership in cases involving transfers from

private to public operation; for the purpose of protecting the membership through participation in metropolitan area planning; and for the purpose of protecting the membership in cases involving raids from within or from outside groups; and for the purpose of protecting the membership through promoting legislation favorable to the interests of the membership or opposing legislation adverse to the interests of the membership, or for other expenses connected with any of the above purposes, there shall be established and maintained a fund to be known as the Defense Fund, in which all active members shall participate, as provided by Section 18.1 and which shall be used for the above purposes but except as to strike and lockout benefit only where the G.E.B. finds that the L.U. involved is unable to meet such expenses through its own resources. The direction and distribution of this fund shall be under the supervision and direction of the G.E.B.

19.2 Assistance for Arbitration and Fact-Finding. In connection with any legitimate and necessary arbitration and fact-finding expenses incurred for the benefit of the membership in any dispute over the making of, or terms to be included in, a new working or pension agreement,

or renewal thereof prior to the next Convention, the G.E.B. may, upon request of the L.U. supported by vouchers or other appropriate documentation, authorize arbitration and fact-finding assistance to the L.U. from the Defense Fund, in lieu of any other assistance from such fund, including strike benefits. Arbitration assistance shall not exceed seventy-five percent (75%) of the amount of the local's per capita tax payment for the membership of the L.U. affected to the Defense Fund for the two (2) preceding calendar years, or fifteen thousand dollars ($15,000), whichever is larger. Fact-finding assistance shall not exceed twenty-five percent (25%) of the amount of the local's per capita tax payment for the membership of the L.U. affected to the Defense Fund for the two (2) preceding calendar years, or five thousand dollars ($5,000), whichever is larger. The total amount of assistance from the Defense Fund to any L.U. for arbitration and fact-finding shall not exceed the amount set forth above for arbitration assistance.

In order to be eligible for arbitration or fact-finding assistance, the L.U. involved must have requested and been granted sanction to arbitrate and/or engage in fact-finding by the G.E.B. The L.U. shall give timely notice to the I.P. of intention to arbitrate and/or engage in fact-finding and advise with the I.P. before submitting proposals to

arbitrate and/or to engage in fact-finding. Failure to give such timely notice to the I.P. shall be a factor to be considered by the G.E.B. in determining whether to grant arbitration and/or fact-finding sanction. The I.P., or the I.P.'s deputy, shall submit the L.U.'s request for arbitration and/or fact-finding sanction by communication with the membership of the G.E.B. in writing or by telegram, and obtain the consent of a majority of the G.E.B. before endorsing the L.U.'s request to arbitrate or engage in fact-finding. L.U.s requesting arbitration and/or fact-finding without consent of the G.E.B. shall forfeit their rights to receive any assistance from the Defense Fund in connection with the expenses of such arbitration and/or fact-finding.

19.3 Strike Benefits. Where there is a strike of the members of the Union which has been approved by the G.E.B. in compliance with the laws of this Union, or where there is a lockout, the G.E.B. will determine the amount of money that will be contributed to aid in prosecuting the strike or defending the lockout. The facts in connection with the strike or lockout and the financial conditions of the members affected shall be reported to the I.P. by the representative who may be in charge of the situation and the I.P.

shall submit the same to the G.E.B. If there is no International representative present, the president and executive board of the L.U., through its R.S., shall give full information of the situation, and the G.E.B. shall at once determine the amount that will be contributed weekly to the cause of the strike or lockout. Strike or lockout benefits, if authorized by the G.E.B., shall be paid to all active members and nonmember feepayers participating in the strike or lockout who otherwise meet the requirements of Section 19.8 and 19.9; provided that those who hold only casual employment in the occupation or who concurrently hold other permanent employment in another job or occupation shall not be eligible to receive such benefits. The distribution of the funds to the members and nonmember feepayers on strike or those locked out shall be arranged by the local executive board and the officer representing the I.U., if there is one in charge of the situation. Minimum strike benefits of one hundred dollars ($100.00) per week shall be paid each member or nonmember feepayer each week after the second (2nd) consecutive week of the strike. If there is litigation or other strike expenses affecting the workers on strike or locked out, such facts shall be submitted in writing to the I.P. and by the I.P. to the G.E.B., and only such expenses as are approved

by the G.E.B. shall be allowed.

The G.E.B., before endorsing such strike, or at the outset of a lockout, shall advise the local officers and executive board of the L.U. affected as nearly as possible as to the length of time financial assistance can be expected and keep in touch with the L.U. and the progress of the strike, and if, in the opinion of the G.E.B. benefits should stop at any time, the G.E.B. shall have the authority to stop them, but must notify the L.U. or its executive board at least one (1) week before stopping the benefits.

19.4 Lockout Benefits. Where the conduct of an employer is found by the G.E.B. to constitute a lockout, the G.E.B. is authorized to pay lockout benefits under the same conditions and in the same manner as strike benefits are provided for under this Constitution and General Laws.

19.5 Only Source of Benefits. The Defense Fund, as provided for by the Constitution and General Laws, is the only fund available for strike and lockout benefits and expenses that occur in connection with strikes and lockouts. The direction and distribution of this fund shall be under the supervision and direction of the G.E.B. No strike or lockout benefits shall be payable out

of this fund for any week the balance in the fund, as calculated by the I.S.T., is less than five million dollars ($5,000,000).

19.6 Exhaustion of Fund; Donations. In case a L.U. is on strike or involved in a lockout and the money in the Defense Fund becomes exhausted, the I.P. may then appeal to all the L.U.s of the I.U. for donations to assist in continuing the struggle, such donations to be distributed in accordance with the laws herein provided.

19.7 Reporting Requirements. The L.U. through its F.S., shall receipt the International office for all monies received in connection with any strike or lockout that may occur and in turn after the payment of strike or lockout benefits or other expenses in connection with the same, the L.U. shall render to the I.S.T. an itemized report of the monies expended, and should at any time the L.U. refuse to submit such reports, the I.S.T. shall be authorized to refuse to forward further monies until such reports as are required have been made by the local officers. At the close of any strike or lockout, or where one has been called off or given up, a full detailed report of all monies received and expended shall be made by the

officers of the L.U. or L.U.s affected, and, in turn, the same shall be reported to the G.E.B. by the I.S.T. at the regular meeting of the G.E.B.

19.8 Roll Calls; Picket Duty. It shall be the duty of all members and nonmember feepayers of a L.U. on strike or involved in a lockout to report at least once each day and answer roll call. They shall report and answer roll call to the R.S. of the L.U. at a headquarters designated by the L.U. Any member or nonmember feepayer refusing to answer roll call or do picket duty, as prescribed by the L.U., or who engages in conduct inimical to the strike effort, or to the effort to defend against the lockout, shall be debarred from strike or lockout benefits.

19.9 Other Permanent Employment. Should any member or nonmember feepayer of a L.U., while on strike or lockout, secure permanent employment and remain at the same over seven (7) days, such member or nonmember feepayer shall not be entitled to strike or lockout benefits and shall not be restored to the payroll without approval of the G.E.B.

SEC. 20 STRIKES AND LOCKOUTS: 20.1 Notice of Dispute. When difficulty arises between the members of any L.U. or J.B.C. and their employer, regarding wages, hours of labor, or any other question that may result in a strike or lockout, the L.U. or J.B.C. shall notify the I.P. who shall determine whether an International officer shall be sent in at that stage to assist the L.U. or J.B.C. The dispute shall then be taken up by the executive board of the L.U. or J.B.C. or by a committee appointed by the L.U. or J.B.C. for that purpose, and they shall make a thorough investigation and seek, through conferences with the company, to get the matter satisfactorily adjusted. The committee, after having finished the work of negotiation with the company, shall submit a full report to a meeting of the L.U. or J.B.C.

20.2 Strike Sanction. If by compliance with Section 20.1 the committee has been unable to secure a settlement of the matters in dispute satisfactory to the L.U. or J.B.C., and the L.U. or J.B.C. believes that the matters in dispute are of such importance that a strike should be ordered, the L.U. or J.B.C. shall give timely notice to the

I.P. of intention to strike and advise with the I.P. before taking any such vote. Failure to give timely notice to the I.P. shall be a factor to be considered by the G.E.B. in determining whether to grant strike sanction. If, after consultation with the I.P., it is determined that a strike vote shall be taken, the question of a strike shall be submitted to a secret ballot vote of the membership of the L.U. or J.B.C. If necessary to reach the membership of the L.U. or J.B.C., the ballot shall be taken by referendum, ballots being prepared and so distributed to give every member an opportunity to vote. A decision to strike requires a two-thirds vote of the membership voting on the question. If two-thirds of the membership voting upon the question decide in favor of suspending work, and if an International officer is not present at the time of the taking of the vote, the L.U. or J.B.C. shall at once notify the I.P. If an International officer has been assigned to assist the L.U. or J.B.C., the International officer shall proceed in the same fashion as hereinafter set forth for governing situations in which no International officer has yet been assigned up to this stage of the matter. The I.P., if no International officer has previously been assigned to the matter, shall, upon receipt of the notice of the results of

the strike vote, proceed to the scene of dispute in person or by deputy, and in conjunction with the committee of the L.U. or J.B.C., shall make a thorough investigation and attempt to settle the matter in dispute. In case of failure thus to secure a settlement the I.P. or the I.P.'s deputy shall then, in conjunction with the local committee, prepare propositions of arbitration defining the points in dispute and the basis upon which they shall be arbitrated. If the company refuses to accept arbitration as tendered, the I.P. or the I.P.'s deputy shall then communicate with the membership of the G.E.B. in writing or by telegram and obtain the consent of a majority of the G.E.B. before endorsing the strike. No strike sanction will be granted in the event the strike is deemed by the Board to be in clear violation of any applicable law or contract. Before any strike authorized by the membership may be ordered, the membership shall be given an opportunity to vote upon the company's last proposal for settlement of the dispute. If, during the dispute, a two-thirds strike vote has previously been taken, any subsequent rejection of proposals does not require an additional two-thirds vote to authorize a strike.

20.3 Referendum Vote. In case the International representative who is handling questions in dispute between a L.U. and the employing company has propositions that he or she believes should be considered by the membership, the International representative shall acquaint the membership with such propositions either through a circular carefully outlining and explaining the propositions, or through a general meeting of the L.U. or J.B.C. After having acquainted the membership with the proposition or propositions, the International representative shall then have a referendum vote of the membership of the L.U. or J.B.C. taken upon the same. If the L.U. or J.B.C. has bylaws providing for a referendum vote of its membership, the International representative shall follow such provisions. If the L.U. or J.B.C. has no bylaws governing such a vote, the International representative shall then make arrangements and have such votes taken in the best and easiest manner possible – either by appointing a special election day and having the membership come to the hall or headquarters of the L.U. or J.B.C. and cast their vote, or through a committee who shall take the vote of the members at the different places of employment. Every member shall be given an

opportunity to vote upon said proposition and the majority of the votes cast by the membership of the L.U. or J.B.C. shall decide the question.

20.4 G.E.B. Action. The G.E.B. shall have the power to sustain or refuse to sustain the action of the L.U. or J.B.C. The I.P. shall notify the L.U. or J.B.C. of the decision without delay. In case the G.E.B. refuses to sustain the L.U. or J.B.C. in its application for support, the L.U. or J.B.C. can appeal for a vote of all L.U.s and J.B.C.s in request for support, and it shall be the duty of the I.P. to submit the appeal and facts in the case to a vote of the general membership, which vote shall be returned to the I.P. within thirty (30) days, and if the appeal is sustained the L.U. making the same shall be notified and shall be entitled to all support in accordance with the Constitution.

20.5 Unsanctioned Strikes. L.U.s going on strike without consent of the G.E.B. shall forfeit all right to assistance and be subject to expulsion from the I.U. or to a trusteeship pursuant to the provisions of Section 12.6.

SEC. 21 MEMBERSHIP: 21.1 Eligibility. The membership of this Union shall be composed of

workers employed within the jurisdiction of the A.T.U. A candidate to be admitted to membership in any L.U. of the A.T.U. must be working in some capacity in which he or she is eligible to membership at the time he or she applies and is initiated into membership in the Union.

21.2 Management and Supervisory Personnel. Employees holding such positions as manager, superintendent, foreman, starters, inspectors, supervisors and other official positions of this kind may become and remain members of this Union if they are within the bargaining unit represented by the L.U. and keep themselves in good standing as the Laws of the Union require. Where members of this Union are appointed to such official management and supervisory positions as above described which are outside the bargaining unit, they may retain their active membership status at the discretion of the L.U. If the L.U. declines to permit such personnel appointed to outside management and supervisory positions to retain their L.U. membership, those members promoted out of the bargaining unit into such official positions may, by taking out a withdrawal card from the L.U. and filing it with the International office, continue their membership with the I.U. as M.A.L.s. Where there are groups

of management and supervisory personnel employed by any public or private employer within the jurisdiction of the A.T.U., they may be placed under separate charter where they may be represented in a separate bargaining unit or jointly under Section 24 if included in an overall unit and where they can direct and handle their own grievances and affairs.

21.3 Membership Application. Any eligible employee working within the jurisdiction of the A.T.U. who desires to become a member of any L.U. of the A.T.U. must fill out the regular application blank, giving name in full, age, address, state what the employee is employed at, and sign the same. The application must be presented with the initiation fee or such part thereof as the L.U. may require.

21.4 Reciprocal Waivers of Initiation Fees. L.U.s are permitted to make agreements with other Unions in their respective districts upon which to accept into membership members of such Unions without payment of initiation fees. Such member must upon initiation, present to the L.U. a withdrawal card from said L.U. from which the member is transferring, showing him or herself to be in good standing in said Union. Agreement

herein provided must grant like concession of interchange to members of the A.T.U.

21.5 Date of Enrollment. Monthly dues shall be charged on the books of the L.U. for each member from the first (1st) day of each month. Members joining the Union during the month will be entered as members and charged dues as follows: Members joining up to and including the twentieth (20th) day of the month shall pay the regular dues for that month. Their names shall be entered on the books of the L.U. and sent for enrollment at the International office as of the first (1st) day of that month, their membership in the future to date from the date of enrollment. Members joining after the twentieth (20th) day of the month will be entered on the books of the L.U. and sent for enrollment as having joined on the first (1st) day of the coming month, and they will commence the payment of their dues and their membership will date from that date. Members will be enrolled on payment of the initiation fee or, where the initiation fee is payable in installments, on payment of any part thereof.

21.6 Membership in Good Standing. Each member will be entitled to all benefits, rights and

privileges of this Union by the member's and the member's L.U. obeying the Constitution and General Laws. The member must have submitted an application in accordance with Section 21.3 and either have paid dues and initiation fees in whole or in part or have authorized payroll deductions for such. Such member shall then be in good standing and shall be obligated into membership, presented with a copy of the Constitution and of the L.U. bylaws, properly enrolled in the International office and receive a membership card and certificate. No member shall be allowed to injure the interests of a fellow member by undermining him or her in place, wages, or in any other willful act.

21.7 Disclosure of Union Business. No officer or member of the L.U. shall furnish to any unauthorized person a list of the names and addresses of the membership. All business of the L.U. must be kept strictly private from persons outside of the Union, unless publication be authorized by the L.U., and persons giving out any information contrary to the L.U. shall, after proceeding in accordance with the provisions of Section 22, if found guilty, be fined, suspended or expelled.

21.8 Notice of Correct Address. Members are required to keep their F.S. notified of their correct place of residence.

21.9 Membership Dues, Fines and Assessments. All dues, fines and assessments of the members of this I.U. are due and payable on the first (1st) day of each month for that month, and all monies owed the Union by a member shall be considered as dues and come under the same terms for collection of dues, unless other arrangements are made. They must be paid by the fifteenth (15th) of the month in order to continue the member in good standing.

Members in arrears for dues, fines and assessments after the fifteenth (15th) day of the month are not in good standing and not entitled to sick, dismemberment or funeral benefits, and where members allow arrearage in dues, fines and assessments to run into the second (2nd) month before paying the same, they shall be debarred from benefits for one (1) month after payment. Where members allow arrearage for dues, fines and assessments to run over the last day of the second (2nd) month without payment, they thereby suspend themselves from membership in this Union and such individuals shall, in compliance

with the terms of applicable agreements with their employer and any applicable law, be discharged from employment. The provisions of Section 21.11 will not be available to such individuals who are subject to agreements with employing companies requiring membership in good standing.

It is the duty of each member to see that his or her dues, fines, assessments and other money owed this Union are promptly paid, as the law specifies, and that the member be in possession of a paid-up working card by the fifteenth (15th) of each month, and it is especially the member's own duty to look after and pay the same.

L.U.s may, at their discretion and with the approval of the I.P., have language in their L.U. bylaws which provides for a reduction in the member's dues based on a seasonal lack of work, sickness, injury or termination where the member is pursuing the termination with the help of the L.U. To be eligible for the reduction in dues, the member must no longer be receiving a check from the employer. The reduced dues may in no case be less than the per capita taxes paid by the L.U. to the I.U. and the other organizations it affiliates with. All per capita taxes will be paid by the L.U. for any member on reduced dues status.

21.10 Suspension for Non-Payment of Dues. Where any member is in arrears for dues, fines and assessments, and such arrearage has reached the last day of the second (2nd) month, the member shall be reported to the L.U. as having suspended him or herself from membership by the non-payment of dues, fines and assessments. The F.S. shall then report this member to the International office for suspension, and the International office shall record the member as having suspended him or herself from membership in the Union by non-payment of dues and drop the member's name from the rolls, except where members have been discharged in compliance with the terms of agreements and, in such cases, the members shall be reported by the F.S. after the period of one (1) month and be dropped from the rolls of membership as having refused to pay fines, dues and assessments.

Where a member disappears and his or her whereabouts are unknown, no dues shall be accepted for such person from any source, and such person shall be reported and suspended as the laws provide for delinquent members.

21.11 Reinstatement After Suspension. Members, including retirees, who have suspended

themselves by non-payment of dues, fines and assessments, and desire reinstatement into the Union within twelve (12) months after they become in arrears, may do so, provided they are employed, except for retirees, in some capacity in which they are eligible to membership, and there are no other charges against them but that of being suspended for the non-payment of dues, fines and assessments, by applying to the F.S. of the L.U. and paying all their arrearage and paying in addition, one dollar ($1.00) a month for each month that they have been in arrears, as a reinstatement fee. The F.S., when reporting such a member to the International office for reinstatement, shall forward all per capita tax and assessments which are due the I.U. on the member and in addition shall forward $.50 a month for each month that the member was suspended, as shown by the books of the L.U., as a reinstatement fee; the additional $.50 a month of the reinstatement fee to go to the treasury of the L.U. All reinstatement fees shall go into the Funeral or Dismemberment Benefit Fund. Upon the receipt of all back per capita tax and assessments and the $.50 per month reinstatement fee at the International office, the member's name will be restored to the local's membership roll and the member reinstated and

placed in good standing in the Union according to the conditions of his or her membership prior to the time of the member's suspension. A suspended member not otherwise exempted by this section who has been in arrears for dues, fines and assessments for more than twelve (12) months cannot reinstate him or herself into membership. If the member desires to again join the Union he or she will do so subject to such penalties as the L.U. may determine upon, but the member must come in and be enrolled as a new member. This twelve-month limitation upon reinstatement after suspension shall not apply to a member suspended for non-payment of dues and assessments while that member has not been working because of a disability, illness or other similar condition. Such a member may be reinstated to full membership in his or her former position by paying all back dues and assessments for the period of the member's suspension. The provisions of this section shall not apply to a person who has been expelled from membership and discharged in accordance with the provisions of Section 21.9.

21.12 Visiting Rights. A member in good standing can visit any L.U. providing he or she is in possession of a paid-up working card.

21.13 Retention of Membership; Retirees. Members retiring on pension from the active service and who continue in good standing will be entitled to the following rights and benefits:

They will have a voice but no vote on any matters affecting the L.U., except that they shall be permitted to vote in the election of all L.U. officers and delegates to Conventions elected by the entire membership of the L.U., but not in the election of any other officers and delegates. Retirees shall not be allowed to serve in any decision-making capacity in the election process but may perform ministerial electoral functions such as acting as tellers, ballot clerks, election observers, not, however, including service as a member of the election committee. They will not be entitled to dismemberment benefits. As to local sick and funeral benefits, their rights in connection with these will be subject to the bylaws of the L.U.

21.14 Others Leaving Active Service. Members leaving the active service for reasons other than retirement on pension, such as a furloughed member, and desiring to retain their membership in this Union shall have the right to become M.A.L.s providing they do not enter employment that is detrimental to the interests of the Union.

Furloughed members may retain membership in the L.U. for one (1) year from the last day of the month of layoff and shall retain all the rights of L.U. membership so long as they remain members in good standing under Sections 21.6 and 21.9. Thereafter, if they are not recalled and desire to retain their membership in this Union, they shall have the right to become M.A.L.s under Sections 30.4 and 31. As M.A.L.s, they will have no voice or vote on any matters affecting the L.U. or I.U. including election of officers and labor contract or pension matters. They will not be entitled to dismemberment benefits. As to local sick and funeral benefits, their rights in connection with these will be subject to the bylaws of the L.U.

21.15 Assessments for Grievance Arbitrations. All questions of whether or not to arbitrate grievances or disputes arising under a L.U. labor agreement shall be submitted to the decision of the L.U. in accordance with its bylaws. If the L.U. submits to arbitration, the L.U. shall proceed to arbitrate in accordance with the terms of the labor agreement and the costs of such arbitration shall automatically be assessed on a per capita basis among all active members of the L.U.; however,

L.U.s may provide an alternative means to assess all active members for the costs of such arbitration, such alternative to be submitted to the I.P. for his or her concurrence, denial or modification. In lieu of assessing all active members of the L.U. on a per capita basis, a L.U. may adopt a bylaw, approved by the I.P., which provides for the per capita assessment of all active members in the bargaining unit(s) affected. Each assessment must be supported by proper vouchers and receipts. Retirees and members on disability shall not be subject to assessment under this section. Assessments under this section shall constitute dues owed to the L.U. by each active member of the L.U. affected and shall be collected by the L.U. without further authorization of, or action by, the membership of the L.U. L.U.s shall also assess those nonmembers of the bargaining unit making service payments to the L.U. in lieu of dues under Agency Shop, Fair Share, Rand Formula, or similar contract provisions, a like pro-rata amount when the L.U. takes a case in that non-member's bargaining unit to arbitration.

SEC. 22 <u>CHARGES, TRIALS AND PENALTIES</u>:
22.1 Chargeable Offenses. Any officer or member

may be charged with specific activities involving: a violation of any specific provision of the Constitution and General Laws or the bylaws of the member's L.U.; gross disloyalty or conduct unbecoming a member; malfeasance or nonfeasance in office; financial malpractice; corrupt or unethical practices or racketeering; dual unionism, decertification or secession; or a violation of duly established and applicable rules, regulations, policies or practices of a L.U., J.C., or the I.U.

22.2 Charges Involving Dual Unionism. When any charge or charges are preferred against any member or members, or against any officer or officers, of a L.U. or J.C., alleging that such persons are affirmatively engaged in promotion, implementation, furtherance, or support of any other union or collective bargaining group with the purpose or intent of supplanting the A.T.U. or any L.U. or J.B.C. thereof as the recognized collective bargaining agent, or if he or she is affirmatively engaged in efforts to decertify the A.T.U. or any such affiliate thereof as the recognized collective bargaining agent, such charges shall in the first instance be filed exclusively with the G.E.B. and processed as provided by Sections 12.4

and 12.5 rather than with the L.U. or J.C. involved under Sections 22.3 and 22.4.

22.3 The Preferring of Charges. Whenever any charges are preferred against any officer or member of a L.U. or J.C., such charges shall be in writing and shall be specific. Any such charge preferred against an officer of a L.U. or J.C. shall be signed by at least ten (10) members in good standing in the L.U. or J.C. Any such charges preferred against any member who is not an officer shall be signed by at least five (5) members in good standing in the L.U. or J.C. At least fifteen (15) days before the regular meeting of the L.U. or J.C., a copy of such charges shall be served upon the officer or member against whom such charges are filed and the L.U. or J.C. The L.U. or J.C. shall contemporaneously provide notice to all members that such charges are to be considered at the meeting by posting at appropriate locations.

22.4 Initial Consideration of Charges. Charges preferred in accordance with Section 22.3 shall be brought before the regular meeting, and shall be heard and considered at that meeting. The members present at such meeting shall decide, by their vote,

whether such charges are worthy of being further entertained and considered. In the case of charges against an officer, a three-fourths (75%) vote of the members present at the meeting shall be required, and in the case of charges preferred against a member who is not an officer, a six-tenths (60%) vote shall decide the question. If the L.U. or J.C. votes to entertain such charges for further processing under this section they shall be referred, by motion, either to the executive board of the L.U. or to a regular trial committee of three (3) members of the L.U. or J.C., as the L.U. or J.C. may determine, and the accused officer or member shall immediately be notified of this action if not present at the meeting. Neither the members preferring such charges nor the officer or member accused shall be eligible to sit on the trial board or committee appointed to hear the case. Upon the trial board assembling, if it be other than the executive board, it shall organize by selecting one member of the trial board to serve as its chairperson and a second member of the trial board to serve as its secretary.

22.5 Trial Procedures. The L.U. or J.C. shall promptly provide for a hearing and make all necessary arrangements for the conduct of the trial.

The trial board shall dispose of the case as speedily as possible. At least five (5) days notice shall be given by the L.U. or J.C. to all parties as to the time and place where the trial board shall meet to try the case. The trial shall continue, as directed by the trial board, at least two (2) days per week, until the entire case has been heard and a decision rendered. The accused officer or member shall have the right to be represented at the trial by any member not otherwise serving on the trial board whom the accused officer or member may select as counsel. When more than one (1) officer or member is accused of the same offense, the accused officers or members shall have the right to be represented at the trial by any member not otherwise serving on the trial board whom the accused officers or members may jointly select as counsel. In case of no selection by the accused, the trial board may appoint some member not otherwise serving on the trial board to represent her, him, or them. In addition, there shall be appointed by the president-business agent of the L.U. (or principal officer of the J.C.) one (1) member not otherwise serving on the trial board to serve as prosecutor. The accused shall have the right to examine all evidence and witnesses testifying in the case and be permitted to produce

such witnesses and evidence as deemed best in their own behalf. The secretary of the trial board shall keep a careful and complete record of the entire trial and when reports are submitted to the L.U. or J.C., the secretary of the trial board shall submit his or her report with all the evidence and information to the secretary of the L.U. or J.C. who shall file the same for future reference.

22.6 Post-Trial Consideration by L.U. or J.C. The trial board's decision upon charges filed against an accused member shall be submitted to the L.U. or J.C. at its first meeting after the case has been decided, unless, in the opinion of the trial board, a special meeting should be called. When, in the case of an accused officer, the trial board has rendered its decision, a special meeting of the L.U. or J.C. shall be called, at which the trial board shall report its findings. In the case of a special meeting, at least five (5) days' notice shall be given, so that all members are thoroughly informed as to the time and place of meeting. The accused shall have the right at the regular or special meeting of the L.U. or J.C. to defend him or herself and to present his or her case to the L.U. or J.C., if he or she desires. The majority vote of the L.U. or J.C. shall decide the

contest and shall be subject to appeal in accordance with Section 23.

22.7 Suspension from Office Pending Action Upon Charges. Any L.U. or J.C. officer or officers under charges will be suspended from office, with pay (to the extent otherwise provided for) except where any of the charges being acted upon involve finances, from the time the L.U. or J.C. votes to entertain and consider such charges until they have been tried and the decision of the L.U. or J.C. rendered. If acquitted by the L.U. or J.C. after the trial, such officer shall then be reinstated into his or her former position and, where the reinstated individual had been suspended from office without pay pending action upon charges involving finances, shall otherwise be properly reimbursed for such time as he or she may have lost.

22.8 Discipline and Penalty. Any officer or member charged with violating this section may be subjected to discipline and penalty in accordance with the applicable provisions of Sections 12.4, 12.5, and 22 of this Constitution. Any such officer or member who has been (a) served with written specified charges, (b) given a reasonable time to prepare his or her defense, and (c) afforded a full

and fair hearing in accordance with any applicable provisions of this Constitution and the Labor-Management Reporting and Disclosure Act, and who has been found guilty of such charges, or any of them, shall be punished as warranted by the offenses and by the applicable provisions of this Constitution. Any officer or member found guilty of corruption or racketeering shall be barred for life from holding any office with the I.U., or any L.U., J.B.C., J.S.C. or other subordinate body. No member shall be fined, suspended, expelled, or otherwise disciplined for exercising any right to which the member is entitled under the provisions of the Labor-Management Reporting and Disclosure Act of 1959.

22.9 Charges Involving Finances: Potential Additional Action. The trial board's decision upon any charges involving finances which have been filed against an accused member or officer may include a recommendation that such charges involving finances be referred to a court of law, as provided in Section 38.

SEC. 23 APPEALS: Any member or members feeling that they have been unfairly dealt with by the L.U. have the right of appeal (after the L.U.

has given its final decision in the case or cases) to the I.P., from the I.P. to the G.E.B., and from the G.E.B. to the regular Convention of the I.U. Any L.U. which feels that it is aggrieved by any action of a J.C. has a right of appeal in the same manner as any member of a L.U. as set forth in the first sentence of this section. A L.U. (or J.C.) shall have a right of appeal, in a filing to be submitted by the secretary of the L.U. (J.C.), from the adverse decision of the I.P. to the G.E.B. and from the G.E.B. to the regular Convention of the Union. The parties making appeals must set forth their complaints clearly in writing, giving all information and evidence bearing upon the case. They must state in the appeal whether it is to the I.P., the G.E.B. or the Convention and they must not take legal action or go into court until they have exhausted all their rights within the Union and have finally appealed to the Convention on the same. In making appeals, appellants shall file a copy of such appeals with the secretary of the L.U. (J.C.). All appeals must be forwarded through the I.P. The secretary of the L.U. (J.C.), on request from the I.P., shall forward to the I.P. a record of the trial, the minutes of the meeting at which the case was discussed and acted upon, and such other evidence and information as may be in the possession of the L.U. (J.C.) or the

I.P. may desire, and a copy of same shall be supplied to the appellant on request. The parties making the appeal shall forward also such evidence and information as the I.P. may from time to time require from them. The decision of the I.P. or the decision of the G.E.B. when made, will stand as the decision of the I.U. until reversed by the Convention and shall be placed into effect immediately upon receipt of the ruling of the I.P. or the G.E.B., as the case may be. An appeal from an action of the L.U. (J.C.) must be made within ninety (90) days after the L.U. (J.C.) has passed upon the case. Appeals from decisions or rulings of the I.P. or G.E.B. must be made within ninety (90) days from the date of the decision being appealed. If no appeal is made within the time periods set forth above, such action or decision shall be considered final and no appeal shall be entertained or considered which is made after such time periods have elapsed.

SEC. 24 JOINT BARGAINING COUNCILS: Where members of the A.T.U. belong to different L.U.s and are employed by the same company, such L.U.s shall form J.B.C.s for bargaining purposes and for the purpose of taking strike action.

In appropriate cases, as decided by the I.P. and under such arrangements as the I.P. shall determine,

such J.B.C.s may include labor organizations other than A.T.U. affiliates.

Such L.U.s must affiliate with and remain affiliated with such J.B.C.s. The J.B.C. shall be the exclusive bargaining agent through which the L.U.s which form said J.B.C. must bargain. The Council shall negotiate a single contract which shall cover the membership employed on the property of all the L.U.s which are members of the J.B.C. The J.B.C. shall take strike votes and votes on employer offers or on agreements among the membership employed on the property of all the L.U.s which are members of the J.B.C. There shall be no separate counting of votes by L.U.s. All L.U.s shall share the expenses of and support the J.B.C. on an equitable basis as provided in the bylaws of said J.B.C. J.B.C.s shall adopt bylaws which shall be subject to the approval of the I.P. and which must have the approval of the I.P. before going into effect. The bylaws shall provide for the election of officers of J.B.C.s. Any increase in per capita tax or general or special assessments authorized by the J.B.C. bylaws, which is duly adopted by the J.B.C. by majority vote of the delegates, voting at a regular or special meeting of the J.B.C. held upon not less than thirty (30) days written notice to the principal office of each constituent L.U., specifying that a proposal to

increase the per capita tax to the J.B.C. or to levy a general or special assessment will be brought before such meeting for final action, shall constitute dues owed to the J.B.C. by each member of the L.U. belonging to the J.B.C. and shall be collected by the L.U. and forwarded to the J.B.C.

Officers of J.B.C.s shall be elected once every three (3) years by the members of such J.B.C., provided that such J.B.C. members have been elected by secret ballot by the members of their respective L.U.s.

At least fifteen (15) days' notice of any election must be mailed to each L.U. representative on the Council at his or her last known home address.

The secretary of the J.B.C. or any elected officer designated in the J.B.C. bylaws shall preserve for one (1) year the ballots and all other records pertaining to any election of J.B.C. officers.

In the absence of other provisions on the same subject matter which are particularly applicable to J.B.C.s, all provisions of this Constitution governing L.U.s shall also apply to J.B.C.s, unless they are specifically exempted by ruling of the I.P., subject to the approval of the G.E.B.

SEC. 25 JOINT ATU-LOCAL SERVICE COUNCILS: 25.1 How Established. In appropriate cases and under such arrangements

as the I.P. shall determine, with the consent of the G.E.B. the I.P. may establish Joint ATU-Local Service Councils whenever such intermediate bodies are deemed necessary and desirable to further the aims of the I.U. and the interests of the L.U.s involved.

25.2 Objects. The objects of such J.S.C.s as intermediate service bodies shall be to provide assistance to L.U.s affiliated with the J.S.C.s upon their request in matters related to contract bargaining and administration, local institutional and administrative functions, and organizing. J.S.C.s may also engage in any other joint activities, whether legislative, political, educational, cultural, social, welfare or charitable, as may be determined to be in the best interests of the L.U.s affiliated with the Council, their members and the I.U.

25.3 Jurisdiction, Affiliation and Financing. With G.E.B. approval, the I.P. shall determine the jurisdiction of all such J.S.C.s and shall publish rules and model bylaws to govern such intermediate service bodies, their activities and financing. L.U. affiliation with and participation in any J.S.C. shall be voluntary, provided that each affiliated local, for any period of affiliation, shall be obligated

for its pro rata share of the monthly per capita tax payable in support of the J.S.C. institutional activities and expenses, including overhead. The J.S.C. bylaws, as adopted and amended from time to time, shall specify the per capita tax amount payable by each affiliated L.U. in support of the J.S.C. All other support functions and services which the J.S.C. may be requested to provide shall be undertaken by arrangement with the I.U., the J.S.C. and the L.U.(s) involved. Monthly service fees to cover the costs and expenses incurred in providing such services shall be charged primarily to and borne by the L.U. recipient(s) of such services under terms approved by the I.P., the J.S.C. and the membership of the L.U.(s).

25.4 Bylaws and Elections. J.S.C.s shall adopt bylaws which must have the approval of the I.P. before going into effect. The bylaws shall provide for the election of Council officers in conformity with all applicable laws. Officers of J.S.C.s shall be elected once every three (3) years by the members of such J.S.C.s provided that such J.S.C. members have been elected by secret ballot among the members of their respective L.U.s. At least fifteen (15) days' notice of any election must be mailed to each L.U. representative on the Council at his

or her last known home address. The secretary of the Council or any elected officer designated in the J.S.C. bylaws shall preserve for one (1) year the ballots and all other records pertaining to any election of J.S.C. officers.

25.5 Per Capita Tax. The per capita tax initially established for the J.S.C. by adoption of the bylaws, and any increase in per capita tax or general or special assessments authorized by the J.S.C. bylaws which may be duly adopted by the J.S.C. by majority vote of the delegates voting at a regular or special meeting of the J.S.C. held upon not less than thirty (30) days' written notice to the principal office of each constituent L.U., specifying that a proposal to increase the per capita tax to the J.S.C. or to levy a general or special assessment will be brought before such meeting for final action, shall constitute dues owed to the J.S.C. by each member of the L.U. belonging to the J.S.C. and shall be collected by the L.U. and forwarded to the J.S.C.

25.6 Service Director. The I.P. shall appoint a service director of each J.S.C. and may designate a single individual to serve in that capacity for more than one (1) such J.S.C. In each case, the service director shall be an employee of the I.U. rather

than of the J.S.C. and shall be bonded pursuant to Section 36.2 of the Constitution. Under this section and the J.S.C. bylaws, the service director shall be the designated agent of the J.S.C. in the daily administration and the handling of its affairs and service functions. In carrying out these assigned duties, the director shall be subject to the laws and rules of the I.U., the J.S.C. bylaws and any instructions of the I.U., J.S.C. and any affiliated L.U.(s) whose affairs are involved. The service director shall have the power and authority to represent, act for, accept legal service for, commit and bind the J.S.C. and each L.U. which is affiliated with the J.S.C., but except upon express authority of the I.P. or the G.E.B. shall not have the power or authority to so act for, commit or bind the I.U.

SEC. 26 REPRESENTATION: The I.U. and the L.U. in which a member holds membership (or where the L.U. in which a member holds membership is affiliated with a J.B.C., the J.B.C.) shall be the member's exclusive representative for the purpose of collective bargaining as to wages, hours, working conditions, pensions, union security, and check-off, and other conditions of employment and for the negotiation and execution

of contracts with employers pertaining to such matters. Both the I.U. and the L.U. in which a member holds membership (or where the L.U. in which a member holds membership is affiliated with a J.B.C., the J.B.C.) are by him or her irrevocably authorized to act for him or her before any committee, board of arbitration or arbitrator, court or other tribunal in any matter affecting the member's status as employee and to represent and bind him or her in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes arising out of the member's employment relationship.

SEC. 27 OFFICIAL PUBLICATIONS: There shall be published at the International office of the I.U. an official organ, to be known as In Transit. The editor and manager shall have charge of its publication. The I.P. shall have general supervision subject to the approval of the G.E.B. The journal shall be furnished to all members of the Union and all nonmember feepayers without charge and it shall be furnished to other subscribers at an appropriate uniform rate as determined by the I.P. Space shall be reserved for the publication of assessment notices and other general Union business.

There shall not be endorsed or published by any L.U. any papers or journals using the official title and announcing themselves as official organs of the A.T.U. without first having secured the sanction and endorsement of the G.E.B.

SEC. 28 FUNERAL OR DISMEMBERMENT BENEFIT: 28.1 Purposes. In order to establish a funeral benefit for the proper burial of our dead members and nonmember feepayers and a dismemberment benefit to aid members and nonmember feepayers who suffer the loss of a hand at or above the wrist, the loss of a foot at or above the ankle joint or the loss of the sight in both eyes, these benefit laws are hereby adopted by this Union to go into effect the first (1st) day of January 1996, and all former laws providing for funeral, total disability and old age benefits that were in operation by this Union prior to January 1, 1996, are hereby repealed and annulled.

28.2 Administration; Maintenance of Assets. It is clearly understood and accepted by the members of this Union in the establishing of these laws governing the funeral or dismemberment benefit, that this is no insurance society, but it

is a Trade Union, organized and established to promote wages, hours of labor and to protect working conditions and better the environment of the workers it represents in the United States, its possessions, and Canada, and that the benefits hereby created are exclusively for those eligible to membership in this Union, and that these bylaws providing for these benefits are subject to annulment, amendments and changes the same as all of the laws of this Union. These benefit laws are to be administered by the I.P., I.S.T., and G.E.B. the same as are all other laws of the Union and they are subject to the same rules and regulations that are provided for other laws and bylaws of this Union as laid down in this Constitution. It is clearly understood and accepted by the members and nonmember feepayers of this Union participating in the Funeral or Dismemberment Benefit program, that the I.U. does not maintain a separate Benefit account, that the assets shown in the Benefit Fund are not segregated from other assets of the I.U., and that, in accordance with this Constitution and long standing financial practices, the per capita tax and investment earnings allocable to the Benefit Fund are not required to be used solely for the payment of such funeral or dismemberment benefits, and

may be used for other Union purposes. Any and all money designated for the Benefit Fund and any and all contributions to such plan may be used for general Union purposes in accordance with Section 5 of this Constitution.

28.3 Statute of Limitations. In all cases both past and future where it appears that an individual may have had a claim for a funeral or dismemberment benefit or balance thereof and settlement has not been completed thereon within seven (7) years from the date of death of such individual, or within twenty-four (24) months after a dismemberment as detailed in Section 28.1 of this Constitution, all benefits that may have accrued to or have been available to such individual and/or his or her beneficiaries relative to said claim are completely canceled and become null and void.

28.4 Qualifications for Benefit. Members of this Union, after one (1) year of continuous membership in the Union, and nonmember feepayers of this Union, after one (1) year of continuous payment of required fees, shall be entitled to one (1) of the following: either a funeral or dismemberment benefit, provided they have complied with the laws of the Union and are in

good standing and that the L.U. by which they are represented is in good financial standing and has complied with the laws and rules laid down in the Constitution and General Laws.

To be in good standing in order to receive the funeral or dismemberment benefit of this Union, a member or nonmember feepayer must be enrolled in the International office of the Union. Members and nonmember feepayers must also have all dues, fines and assessments, or otherwise required fees, levied in compliance with the laws of the Union paid on or before the fifteenth (15th) of each month, and the L.U. by which they are represented must be in good standing with the I.U. having all per capita tax and assessments paid, as required by this Constitution.

28.5 Noneligibility of Those in Arrears. Members or nonmember feepayers in arrears after the fifteenth (15th) of the current month are not in good standing and not entitled to a funeral or dismemberment benefit, and where they allow their arrearage in dues and assessments, or otherwise required fees, to run into the second month before paying the same, they shall be debarred from benefits for one (1) month after the payment of their arrearage. When they have in their possession

money of the Union which they have received in any manner, they must render an account for it, and if they refuse to turn over or render proper account thereof, it shall be held the same as dues and assessments and they shall be debarred from benefits one (1) month after paying their arrearage, as specified in this Constitution providing for dues and assessments. Where members are suspended, expelled or have withdrawn their membership from this Union, their benefits shall cease upon the date that such withdrawal is granted or that such suspension or expulsion takes place. In case of expulsion by a L.U., if the members should be reinstated after appealing to the I.U., it shall not deprive them in any way of their rights to the benefits herein prescribed.

28.6 False Statements on Claims. Any member making use of improper means to obtain benefits or who shall knowingly present or sign any claim of a fraudulent character for benefits upon proof thereof shall be expelled from membership in this Union and prosecuted according to the laws of the land, provided that nothing herein shall limit any right which members may have under Section 101(a)(5) of the Labor-Management Reporting and Disclosure Act of 1959. In any case where it is

charged that a member has violated the provisions of this section, the member shall be served with written specific charges, and the procedures for hearings, etc., under Section 22 or Section 12.5 shall apply as the case may be.

28.7 Procedure for Filing Claims. Claims for a funeral or dismemberment benefit shall be made through the L.U. in which the member holds his or her membership or by which the nonmember feepayer is represented, and the application for the benefit shall be filled out and forwarded by the F.S. upon the regular blanks of the I.U. prepared for that purpose. The application shall be attested by a notary public, complying with the laws and instructions upon the same. There shall accompany the application for funeral benefits the death certificate issued by the proper authorities. In the case of a claim based upon a dismemberment as detailed in Section 28.1 of this Constitution, there shall accompany the application doctors' certificates and full proof, with records of the date of the accident. If further information on any claim is desired by the I.S.T., the officers of the L.U. shall forward the same. If the I.S.T. approves the claim, it will be recorded and paid in order from the

funds accumulated for the purpose of paying such benefits. A check for the amount shall be forwarded to the F.S. of the L.U. who will pay it to the person or persons entitled to receive the same, returning receipts to the I.S.T. Before paying any funeral claim, the F.S. shall ascertain if the undertaker's bills have been paid. If not, the F.S. must make arrangements and see that they are paid or that payment is provided for (in no case to exceed the amount of the funeral benefit) before any of the money for the benefits is paid to any of the claimants. The F.S. shall have claimants sign receipts and attest them by his or her signature and seal of the L.U. and return the same to the International office. Claims for funeral or dismemberment benefits shall first be made to the I.S.T. In case the I.S.T. shall refuse to allow the claims, the claimants, through the L.U. have the right to appeal to the G.E.B. Should the G.E.B. refuse to allow the claim, the claimants then, through the L.U. shall have the right to appeal to the Convention of the Union, and in no case will claimants appeal to or take their case into any court of law until it has been finally decided upon by the highest authority in the Union, which is the regular Convention. No claim of a member or nonmember feepayer of the L.U.

can be considered by the I.S.T. or the G.E.B. until the claim has been properly approved by the L.U. and filed by the F.S. of the L.U.

The payment of a dismemberment claim shall release this I.U. from any other or future financial obligation to the member or non-member feepayer receiving the same, and when the claim is made out in the International office, the individual shall sign a release blank provided, which shall bear a statement that the member or nonmember feepayer has received all benefits to which he or she is or may be in the future entitled under the laws of the I.U., and that the claimant's benefits are brought to a close in the matter of present or future benefit liabilities on the part of the I.U.

28.8 Claims of M.A.L.s. Claims for funeral or dismemberment benefits for M.A.L.s holding membership under the provisions of Section 31 of this Constitution and General Laws shall be made to the I.S.T. In case of death, the members of the family or friends of the applicant shall apply directly to the I.S.T. In case of dismemberment, the applicant shall apply directly to the I.S.T., and receive the proper blanks for making out the claim and then file the same with the I.S.T. Otherwise claimants shall comply with Section 28.7 of this

Constitution giving full information as is required, and should the International office desire further information, those filing the claim shall forward the same. In case of a rejection of a claim for M.A.L.s, they shall have the same right to appeal as is provided for by Section 28.7 of this Constitution, except that they shall have the right as applicants, instead of the L.U. to file the appeal.

28.9 Method of Funeral Benefit Payment. On the death of a beneficial member or nonmember feepayer, the funeral benefit shall be paid as follows: First, it shall be the duty of the L.U. to see that the deceased is respectfully buried or cremated and the expenses of the funeral, up to the amount specified by this Constitution, properly paid, for it must be distinctly understood that this is not an insurance fund, but a funeral benefit, created for the express purpose of giving a proper and respectful burial or cremation, and none of the monies for funeral benefits must be paid for any other purpose or converted to any other use until all expenses in connection with the funeral have been paid. If the funeral arrangements are not in charge of the beneficiary, it shall be the duty of the president of the L.U. or the president's deputy to take full charge of the funeral arrangements, and no other person or

persons shall have the authority to contract bills in the name of the Union. The L.U. shall see that all funeral expenses are or will be properly paid, as provided above, before paying the benefit to anyone. If the L.U. is required, through its president or the president's deputy, to take charge of the funeral arrangements, it shall pay the funeral expenses, receiving receipted bills for the same, and then turn over to the person entitled thereto, the balance of the benefit, together with the receipted bills for all expenses paid in connection with the funeral, and receive therefor a receipt on behalf of the Union for the full amount of the claim, and forward a receipt for the full amount of the claim, with copies of all expenses paid in connection with the benefit, to the International office. Where persons outside of the family and friends of a deceased take charge of the funeral and ignore the officers and laws of the Union, the Union will in no way be responsible for the acts of those in charge of the funeral, and in no case will the Union pay for funeral expenses any sum in excess of the amount stipulated for such purpose in the Constitution and General Laws.

Payment of balance of funeral benefits, providing there is no will or testament made by the deceased as herein referred to, shall be made as follows:

1. To the widow or widower of the deceased, such

widow or widower to receive any and all balance due upon said benefit.

2. There being no surviving widow or widower, payment shall be made to the lineal descending heirs, who are the children and grandchildren of the deceased. The children of the deceased shall have share and share alike. Legally adopted children shall have the same status as natural-born children. In the case of grandchildren, the share that would have fallen to their deceased parent shall be divided among them, share and share alike.

3. There being no lineal descending heirs, as above described, payment shall be made to the following ascending lineal heirs, in order: mother, father, grandmother and grandfather.

4. There being no surviving lineal heirs, as above described, payment shall be made to collateral heirs, brothers and sisters only, to no other, except as hereinafter provided in Clause 7 of this section. This shall complete and cover the beneficiaries as allowed under this Constitution.

5. No funeral benefits under this Constitution shall be paid to any of the relatives above mentioned unless they be of full blood relation to the deceased or legally adopted children.

6. In case there survive no lineal or collateral heirs, as herein provided, to whom payment may

be made, the L.U. by which the deceased was represented shall provide a respectful burial and, in addition, they shall provide for the erection of a tombstone at the grave of the deceased, such tombstone or monument not to exceed one hundred dollars ($100.00) in cost. There may also be allowed for the expenses and care of members or nonmember feepayers who have no legal heirs to look after them the following expenses: doctor's bills, including medicine, nurse's bills, hospital bill or the board bill for the last illness of the deceased. These bills must be itemized, stating the actual expenses, the I.S.T. having the right to reject them subject to the approval of the G.E.B. The L.U. shall then submit to the I.S.T. an itemized statement of the funeral and tombstone expenses; said statement and itemized accounts to bear the approval of an authorized committee of the L.U. attested by the local president and F.S. The I.U. shall then pay the accounts shown to be due by such itemized statement and payment of such funeral, tombstone and other expenses, if any, shall be a settlement in full of the claim, subject to the provision that in no case shall the said amounts exceed the benefits due. Any residue of the benefit shall remain in the Benefit Fund of the I.U. Neither shall the A.T.U. be held responsible for any further benefits in the

name of the deceased.

7. It is hereby understood that the conditions embraced in this section do not interfere with the right of any member or nonmember feepayer to make a will or testament providing for the disposition of any balance of said funeral benefit. Said will or testament must be executed and probated in accordance with the laws of the State, Territory, or Province in which the member or nonmember feepayer resides and must specify in particular the funeral benefit paid by this Union. It is further understood and hereby directed that the payment of any benefit, or any part of any benefit to the legal guardian of any minor children or dependents of the deceased, may be made and considered as proper application of the benefits, and it is the duty of the officers of the L.U. to specifically carry out this section in the payment of all funeral benefits of the members of their respective locals.

28.10 Amount of Benefit. The amount of funeral or dismemberment benefit to which the I.U. is responsible for payment in case of death or dismemberment of a member or nonmember feepayer during the second (2nd) year of continuous membership or thereafter shall be one thousand dollars ($1,000.00).

SEC. 29 GENERAL VOTE: REFERENDUM QUESTIONS: Whenever the I.U. submits to the L.U. any question calling for a vote of all the membership, the L.U. shall notify the membership that such question shall come before the L.U. at the next regular meeting. The L.U. shall then, under the proper head, read the proposition, and after such discussion as the L.U. deems advisable, a vote shall be taken. Each member present shall write "yes" or "no" on the subject. The R.S. shall carefully record this vote, and in sending the vote to the International office shall specify how many members were present at the meeting and the exact vote for and against the proposition. No member can be excused from voting upon a referendum question; provided, however, that the provisions of this section shall in no way interfere with the provisions of Sections 20.2 and 20.3 of this Constitution.

SEC. 30 WITHDRAWAL CARDS: 30.1 Issuance Of. Withdrawal cards shall be granted to members in good standing who are leaving the occupation and shall be granted to members who are moving from one L.U. to another, or who, on account of promotion, are constitutionally required to withdraw.

When a member withdraws from this Union by card, such withdrawal card shall bear date of issuance, the last day of the month in which said member withdraws, and shall be granted subject to the provisions of this section. Membership and entitlement to any benefits of this Union shall cease as of the effective date of the withdrawal card.

Persons desiring to submit their withdrawal card within twelve (12) months after the issuance of same and become members of a L.U. of this Union, shall do so by submitting the withdrawal card to the L.U. as an application. Upon the acceptance of the same by the L.U., the member shall be placed in good standing, subject to the provisions of Section 21.14 and the provisions of the Constitution and General Laws governing the Funeral or Dismemberment Benefit, so far as their death or dismemberment are concerned. The F.S. shall forward the applicant's name to the International office, thus placing the applicant in good standing up to date. A person holding a withdrawal card for longer than twelve (12) months and desiring to become a member of a L.U. again, shall deposit the card as an application and pay the full amount of the initiation fee charged by the L.U., and, in so far as Funeral or

Dismemberment Benefits, will commence as a new member. The F.S., in reporting such members to the International office, will merely report the name and the L.U. from which the withdrawn member has come, so that the change of the enrollment in the International office may be properly made. The F.S. of the L.U. to which the withdrawal card is submitted, on receipt of same, shall communicate with the F.S. of the L.U. from which the card was issued, notifying the F.S. of the fact that the holder of the card desires to become a member of his or her L.U. and confirm the applicant's status from the F.S. of the L.U. from which the applicant has withdrawn. If after twenty (20) days no answer is received, the L.U. shall then pass upon the application.

No withdrawal card will be received or member accepted into any L.U. unless the member presenting the same is in the service in some capacity that would make the member eligible to membership under the jurisdiction of the L.U. he or she seeks to enter.

Where a person holding a withdrawal card enters the service of any employer where there is a L.U. of this Union, he or she shall deposit his or her withdrawal card with the said L.U. within thirty

(30) days after having entered the service. Failure to comply with this provision shall cause the card to be annulled.

30.2 Transfer Between L.U.s. (a) A member leaving the employment of an employer within the jurisdiction of the A.T.U., and entering the service of another employer within said jurisdiction, upon which property there exists a L.U. of this Union, other than the L.U. with which said member was affiliated in his or her other previous employment, shall transfer to the L.U. holding jurisdiction on the property where the member has now entered in employment.

(b) A member in good standing who, as a pensioned member of another L.U., previously transferred his or her membership pursuant to subsection (a) hereof shall be permitted, upon the termination of the member's employment in the jurisdiction of the second L.U., to transfer by withdrawal card back to his or her prior L.U. and thereby restore his or her previous status as a pensioned member in that L.U.

(c) An individual employed full-time in the jurisdiction of one L.U. and part-time in the jurisdiction of one or more L.U.s shall only be

eligible for or retain membership in the L.U. in whose jurisdiction he or she is employed on a full-time basis. Any other individual employed in the jurisdiction of more than one L.U. shall only be eligible for or retain membership in the L.U. in whose jurisdiction he or she was first employed.

(d) Individuals described in subsection (b) hereof who are covered by a union security arrangement in the jurisdiction of a local union in which they are not a member shall satisfy that union security provision by paying a service fee equal to the dues, fees and assessments established and uniformly required by the L.U. from those similarly employed within its jurisdiction, but exclusive of any per capita tax or special assessments otherwise required pursuant to Section 18.

(e) No member shall be entitled to or exercise membership rights in more than one L.U.

30.3 Transfer by Withdrawal Card. Members who desire to transfer from one L.U. to another shall secure a withdrawal card from the L.U. of which they are members or from the I.S.T. and deposit the same with the L.U. to which they desire to be transferred.

30.4 M.A.L.s. Where L.U.s have disbanded and the membership has been referred to the International office, or where members, including members on furlough or layoff, hold their membership directly through the I.U. and the members desire withdrawal cards, they shall apply directly to the International office for the same, and where persons on withdrawal cards from the International office seek membership in L.U.s they shall deposit their cards and the local F.S. shall notify the International office, and upon receiving a satisfactory reply accept the withdrawal card and place the applicant in good standing in the L.U.

30.5 Attendance at Local Union Meetings. Any member may attend the regular membership meetings of another L.U. but shall have no voice or vote in any matter affecting that L.U.

SEC. 31 MEMBERS AT LARGE: Member(s) in good standing who no longer retain their active status in an L.U. or, as provided in Section 21.2, who desire to retain their membership in the I.U. as M.A.L.s, shall apply to the I.S.T., giving their names and date of their membership, number of their L.U. and post office address. Members on

furlough who wish to retain their membership in the I.U. shall obtain a withdrawal card from their L.U. and follow the same procedure set out in this section for others who seek to become M.A.L.s. The I.S.T. shall keep a record of all such members in a book for that purpose, and, on receiving their dues, which shall be the same as provided for in this Constitution for members in L.U.s, they shall be members, entitled to all the rights, privileges and benefits of this I.U. the same as any other member, except that such members shall have no voice or vote on any matters affecting any L.U. or the I.U., and when such members enter employment under the jurisdiction of L.U.s that are operating, they shall then secure a withdrawal card from the I.S.T. and deposit the same with the L.U. under which they are working and become members of that local.

SEC. 32 SENIORITY: Each member of this Union shall be entitled to recognition of his or her proper seniority date, years of service, and proper standing under a fair and equitable seniority system applicable to his or her employment, including all rights, privileges and benefits pertaining thereto, to the extent that such sound principles of seniority can be established and maintained, through the

process of collective bargaining and agreement with the employing entity of the membership involved. The I.U. and its affiliated J.B.C.s and L.U.s shall seek to promote and win the employer's acceptance of an appropriate seniority system which shall be included in collective bargaining agreements covering our members, and which shall thereafter be properly administered and enforced in accordance with its terms, thereby to improve the wages and hours of work, to increase the job security, and to better the working and living conditions of all members, consistent with democratic institutions and procedures.

SEC. 33 AGREEMENTS ACCEPTED AS BINDING: 33.1 Short Term Contracts. The only agreements that are accepted as binding upon this Union are those that are in writing, specifying the Union, giving the L.U. and number and legally signed by the officers of the same. It shall be the aim of the L.U.s to make short term contracts. Except in exceptional cases deemed by the I.P., with the approval of the G.E.B., to justify a longer term, no contract of any kind shall be entered into to exceed a period of three (3) years by any L.U., and where the continuous contract form is used, it shall be so

provided as to open every year, if possible, and in no case shall it exceed the provisions of three (3) years without being opened for revision.

33.2 Approval by I.U. When L.U.s are seeking written agreements with the company, or with an applicant for federal assistance under the provisions of Sections 3(e) and 13(c) of the Federal Public Transportation Act (formerly the Urban Mass Transportation Act of 1964), said agreements shall be submitted to the I.P. or the I.P.'s authorized deputy for approval before taking final action. Each L.U. shall, in writing, advise every employer with whom it has a bargaining relationship of the contents of this section. Any such approval does not make the I.U. a party to any labor agreement, or agreement under the Federal Public Transportation Act, unless it is expressly named as a party and the agreement has been signed on behalf of the I.U. by an officer of the I.U. authorized to do so. When written agreements are consummated, signed copies of the original agreement shall be prepared promptly for the International office and forwarded to the International office immediately.

SEC. 34 SUSPENDED CONSTITUTIONAL PROVISIONS: 34.1 Committee. The I.P., I.S.T.,

and G.E.B. shall constitute a committee and shall have power, unless prohibited by the Labor-Management Reporting and Disclosure Act of 1959, to waive any clause of this Constitution by a three-fourths vote of this Committee, such acting being binding upon the A.T.U. only until the convening of the next Convention of the Union.

Said Committee may, unless prohibited by the Labor-Management Reporting and Disclosure Act, suspend any clause of this Constitution by a three-fourths vote only for the purposes of a particular case or matter, and if this is done the clause otherwise remains in effect.

34.2 Exemption by G.E.B. The G.E.B. may, upon application, exempt, in whole or in part, L.U.s not subject to the Labor-Management Reporting and Disclosure Act from application of any amendment of this Constitution adopted by the G.E.B. pursuant to the mandate of the Thirty-Fifth Convention, or adopted by the Thirty-Sixth Convention, where such amendments were adopted to provide for conformity with the Labor-Management Reporting and Disclosure Act. In the event that an exemption is granted, in whole or in part, by the G.E.B., L.U.s shall, however, continue to be bound by the provisions of such amended sections of this

Constitution and General Laws, if any, as they existed prior to the adoption of such amendments by either the G.E.B. or the Thirty-Sixth Convention.

SEC. 35 INSPECTION OF LOCAL UNION AFFAIRS: When an International officer visits a L.U., J.B.C., J.S.C., or other subordinate body, it shall be his or her duty to inspect the workings of the subordinate body, including the books and accounts of all officers. Should the International officer find conditions, procedures or contemplated procedures which are not in harmony with the principles of the A.T.U. or its Constitution, he or she shall so advise the subordinate body at a membership meeting, if possible, and shall render a written report to the I.P.

SEC. 36 BONDING: 36.1 Bonding Indemnity Department. In order to establish an arrangement by which bonds can be issued to all officers of the I.U. and any L.U., J.B.C., J.S.C., or other subordinate body of the I.U., and to ensure that the finances of each is placed under an auditing supervision that will guarantee and protect the funds thereof, the I.U. shall maintain a Bonding Indemnity Department. The Bonding Indemnity

Department shall make arrangements for bonds to be placed with a surety corporation which holds a grant of authority from the U.S. Secretary of the Treasury under the Act of July 30, 1947, (31 U.S.C. 9304-9308) as an acceptable surety on federal bonds. Such surety corporation shall be designated by the G.E.B. based on bids submitted by the corporations.

36.2 International Officers and Employees. Officers and employees of the I.U. shall be bonded for the amounts required under the Labor-Management Reporting and Disclosure Act of 1959. The costs of such bonding shall be paid from the General Fund of the I.U.

36.3 Local Union Officers and Employees. All L.U.s, J.B.C.s, J.S.C.s, and other subordinate bodies shall bond all of their officers and employees, as well as any members who handle funds of such an entity, with a Labor Organization Bond—Consolidated Form, for a blanket amount of twenty-five hundred dollars ($2,500). L.U.s, J.B.C.s, J.S.C.s, and other subordinate bodies which have liquid assets and receipts for the last fiscal year totaling twenty-five thousand dollars ($25,000) or

more shall also provide excess bond coverage of at least ten percent (10%) of the total liquid assets and receipts for the last fiscal year in excess of twenty-five thousand dollars ($25,000). The premium for the Labor Organization Bond will be paid by the Bonding Indemnity Department of the I.U., L.U.s, J.B.C.s, J.S.C.s, and other subordinate bodies shall reimburse the Bonding Indemnity Department for their share of the bonding costs when properly billed by the Bonding Indemnity Department.

SEC. 37 AUDITS: 37.1 I.U. There shall be selected by the G.E.B. a certified public accountant to examine the books and financial accounts of the I.U. at each regular audit, and at such other periods as the G.E.B. may deem such examination advisable. The report of the accountant shall be published in a printed report made to the L.U.s.

37.2 L.U.s, J.B.C.s, J.S.C.s, and Other Subordinate Bodies. At the close of each six-month period ending on June 30 and December 31, L.U.s, J.B.C.s, J.S.C.s, and other subordinate bodies shall have an audit made of their books and accounts.

At least once a year, L.U.s, J.B.C.s, and other subordinate bodies representing bargaining unit(s)

of five hundred (500) or more employees shall have the audit made by either a certified public accountant or chartered accountant.

In addition, any L.U. which seeks to collect agency fees from nonmember employees under agency shop, fair share or similar contract provisions must retain a certified public accountant to perform an annual audit and to verify the L.U.'s feepayer audit.

37.3 Conduct of the Audit. Except where the audit is performed by a certified public accountant or chartered accountant, the examination of the books and accounts of a L.U., J.B.C., J.S.C. or other subordinate body shall be undertaken by a board of auditors consisting of the president and three (3) other members who shall be appointed by the president of the L.U., J.B.C., J.S.C. or other subordinate body. Any auditor neglecting his or her duties or failing to attend an audit without satisfactory excuse must be removed and another member appointed in his or her place.

The auditor(s) shall take up and completely audit the accounts of the L.U. for the previous six-month period and fill out the regular report forms of the I.U., deliver same to the R.S., and make a proper

report to the L.U. by the ninetieth (90th) day after the close of the six-month period. If the auditor(s) find any shortage, discrepancies, or irregularities in the books or records, they shall report the same at once to the members of the L.U. and the R.S. or president shall make a report of the same to the International office.

37.4 Reporting Requirements. A report of the audit must be filled out upon the regular forms, which will be supplied from the International office, and forwarded to the I.S.T., together with a complete copy of any separate statement prepared by a certified public accountant or chartered accountant. The report must be countersigned by the president and R.S. of the L.U. and shall be available to the L.U. membership. This report will specify the amount of money on hand at the end of the last audit, monies received for dues, assessments, initiations and from all other sources, during the period, also expenditures for enrollment fees, per capita tax, supplies from the International office and amount expended for other purposes, and a statement from the bank in which the L.U.'s funds are deposited, stating the amount on deposit, with the number of members initiated and suspended as the form requires.

37.5 Delinquency. L.U.s not filing an audit report with the I.U. by the ninetieth (90th) day after the end of a six-month period will be sent the following notice by registered or certified letter, one (1) being addressed to the president, at an address other than that of the recording and financial secretaries, and one (1) to the R.S. of the L.U.:

"I take this means of informing you that the audit report of your L.U. for the six-month period ending ..... has not been received, as the laws of this Union require. You are aware that Section 37.5 of the Constitution and General Laws specifies this report must be filed on or before the 90th day following the close of the six-month audit period. You yet have until the 15th of ..... to comply. If your report is not received by that date, the bonds of your officers under bond will thereby be canceled, as these laws provide."

The I.P. shall also assign an International officer, auditor or other representative to conduct an investigation of any L.U.s not reporting by that date. A report of his or her findings and recommendations shall be made to the I.P. upon completion of the investigation.

If the notice of delinquency is not responded to and the audit report sent by the fifteenth (15th)

day of the next month as specified, the I.S.T. may take steps to cause the bonds of L.U. officers to be canceled.

37.6 Duties of L.U. Officers. It is the duty of the president, R.S. and executive board of the L.U. to see that the auditors of the L.U. properly perform their duties, that there is an audit made of the accounts of the financial officers of the L.U. every six (6) months, and that the records on the regular six-month audit forms of the I.U. are made out and signed by the auditor(s) with a copy of the same placed in the hands of the R.S., whose duty it is to forward such to the International office. Any neglect on the part of the above officers to carry out the laws as this section requires may cause the annulling of the bonds and the loss of indemnity to the L.U.

37.7 Powers of I.S.T. Upon receipt of a petition signed by five percent (5%) of the members who are in good standing in a L.U., the I.S.T. may require that an independent audit be made, at the expense of the L.U., of the books and accounts of the L.U.

The I.S.T. shall also have the authority and right at any time he or she may otherwise feel that the

financial affairs of any L.U., J.B.C., J.S.C., or other subordinate body are not being handled properly, to make an investigation personally or through a deputy and to appoint a special auditor or accountant to go over the books and accounts of the financial officers of the L.U., J.B.C., J.S.C., or other subordinate body and make a report on the same. Should the I.S.T. find, after this investigation, that there are discrepancies or that the books are not properly handled or kept, or that there is a shortage of any kind, he or she shall notify the L.U., J.B.C., J.S.C., or other subordinate body and request that its books and accounts be placed in proper shape and properly handled and taken care of and, if necessary, ask for the removal of such financial officer. If a L.U., J.B.C., J.S.C., or other subordinate body fails to comply with the instructions of the I.S.T., the I.S.T. may cause the bonds of the said L.U., J.B.C., J.S.C., or other subordinate body to be canceled and report the fact to the G.E.B. When officers have their bonds canceled, their offices shall be declared vacant and new elections held to fill the same.

SEC. 38 DEFALCATIONS AND SHORTAGES: It shall be the duty of each L.U.officer to promptly

report to the I.S.T. any suspected defalcation or shortage on the part of any individual bonded under the provisions of this Constitution. Upon notice of such, it shall be the duty of the president of the L.U. to immediately call a meeting of the executive board of the local. The board shall have an audit made of the accounts of the individual or individuals handling finances. If the audit finds any shortage, discrepancies, or irregularities, the L.U. shall immediately so notify the I.S.T., giving full information as to the amount of the shortage, the individual's name, and conditions of the case, and the L.U. board shall demand that the individual or individuals involved make a satisfactory adjustment of their accounts at once. If they refuse to make satisfactory settlement, the president of the L.U. shall at once have a warrant sworn out for the arrest of such individual or individuals and proceed to prosecute through the courts, until the case has either been disposed of by the courts or a satisfactory adjustment made and the case dismissed by the courts.

SEC. 39 LEGISLATION: 39.1 Notice and Consultation. Prior to any attempt to secure legislation by enactment of a legislative body, it shall

be the duty of a L.U. or state legislative conference board or J.C. to notify the I.P. and make application for advice and assistance from the I.U.

39.2 State Legislative Conference Boards. Where a majority of the L.U.s in a state or province, with the approval of the I.U., enact to form a joint conference board for mutual aid and protection, exchange of information, the furthering of organizing and organizing campaigns, legislative and political action, and community action programs, in accordance with the charters or directions issued by the I.U., then, in that event, all L.U.s within that state or province shall be obligated to affiliate and support the work of such joint conference board. The conference board shall establish monthly per capita tax through the bylaws of such conference board as approved by the I.P. The bylaws and amendments thereto must be approved by a two-thirds vote, by delegates in attendance at a regular or special meeting, and must be approved by the I.P. before becoming valid.

Over-the-road, interstate L.U.s may be exempted from the mandatory provisions of this section by the I.P.

SEC. 40 OFFICIAL SEAL: The official seal of this Union shall be used for no purpose other than business pertaining to the Organization.

SEC. 41 CONSTITUTIONAL AMENDMENTS: This Constitution shall not be amended except at a regular session of a Convention, two-thirds of the delegates present voting in favor of such amendments, unless it be amended as prescribed by this Constitution.

Unless otherwise provided for, these laws as amended by the Fifty-Fifth Convention, shall take effect as of January 1, 2008.

After each regular Convention of this Union, the International office shall provide each L.U. with a sufficient number of revised Constitutions to place a copy in the hands of each member in good standing, the same to be billed to the L.U. as provided by Section 13.18.

SEC. 42 SUBORDINATION TO OTHER LAWS: The provisions of this Constitution and General Laws shall fully and equally apply in the United States or Canada, but shall be subordinate to any present or subsequent federal, state, provincial or municipal laws to the extent that any portion thereof is in conflict therewith.

The I.P., with the approval of the G.E.B., may decide that certain requirements of this Constitution relating to elections, not mandated by Canadian law and inconsistent with established Canadian practices, shall be inapplicable in Canada and, in that event, may substitute therefor, by order of the G.E.B., such other constitutional requirements, or election policies or practices as are deemed necessary or appropriate for application in Canada, in the best interest of the I.U. and its membership.

SEC. 43 DISCLAIMER OF AUTHORITY: No L.U., J.B.C., J.S.C., or other subordinate body, and no officer, agent, representative, or member thereof shall have the power or authority to represent, act for, accept legal service for, commit, or bind the I.U. in any manner or proceeding except upon express authority having been granted therefor by this Constitution or in writing by the I.P. or the G.E.B.

SEC. 44 TRUSTEED RETIREMENT PLAN FOR INTERNATIONAL OFFICERS AND EMPLOYEES: "The Amalgamated Transit Union Pension Plan for International Officers and Employees" and "Trust Agreement," as

authorized by action of the Fortieth Convention, and as constituted, established and adopted by action of the G.E.B. and Pension Committee, effective January 1, 1970, shall be maintained and continued in accordance with the Plan and Trust Agreement. In support of the Trust Fund as therein constituted, there shall be transferred to the Trustee on a monthly basis the $.10 per active and pensioned member per month of the per capita tax provided by Section 18.1 of this Constitution and any and all participants' contributions to such fund through payroll deductions. The Pension Committee, as constituted by the Pension Plan and Trust Agreement, consisting of the I.P., I.S.T. and International Executive Vice President, shall serve without additional compensation, but may retain such investment, actuarial, accounting, legal or other technical assistance as they deem necessary in the performance of their duties to see that the Plan is properly administered and applied and to render periodic reports and financial statements to the G.E.B. and to the Conventions of this I.U. In addition, there shall be transferred to the Trustee on an annual basis, from Union funds as deemed appropriate by the G.E.B., such additional contributions to the Trust Fund as shall be

determined by the Actuary, pursuant to Section 5.3 of the Plan, to be required under accepted actuarial principles to maintain the Plan in sound condition; provided that the unfunded liability be funded over a period of not less than twenty (20) years.

The Pension Committee, with the approval of the G.E.B., shall take any and all steps it deems necessary or appropriate to bring the Pension Plan and Trust Agreement into full conformity with the Employment Retirement Income Security Act of 1974, and any amendments thereto or regulations and guidelines issued thereunder. Such authority shall include, but not be limited to, the adoption of any amendments to the Pension Plan and Trust Agreements which the Committee deems necessary or appropriate to meet ERISA requirements. Any International officer or staff employee who is designated as a fiduciary by the Plan and Trust Agreements, as provided by ERISA, shall be bonded in accordance with the Act, and shall be insured by the I.U. to protect against breaches of fiduciary responsibilities.

SEC. 45 RETIRED EMPLOYEE CHAPTERS: The G.E.B. shall establish a retiree structure within the I.U. which shall consist of appropriate Retired

Employee Chapters, functioning under charters issued by the I.P., subject to the approval of the G.E.B. Retired Employee Chapters shall consist of retired A.T.U. members and their spouses. The charter issued to each Retired Employee Chapter shall establish the name and the jurisdiction of such chapter. Councils and/or L.U.s not affiliated with Councils, acting singly or in joint action with other such subordinate bodies in the same state, may apply to the I.P. to establish an appropriate Retired Employee Chapter to carry on programs of interest to the sponsoring Council or L.U. and/or of special interest to retired persons. Upon the granting or approval of such request, the I.U. shall issue a Retired Employee Chapter charter to such organization. The factors to be considered in determining the appropriateness of any charter for a Retired Employee Chapter shall include, but not be limited to, the concentration of eligible retirees in a given area, the prior work location of the relevant retirees, and the source or sources of the relevant retirees' retirement or retirement-related benefits.

All Retired Employee Chapters shall function under rules and bylaws approved by the I.P. Such rules may recognize the special circumstances or needs of a given Retired Employee Chapter, but shall not be

inconsistent with the provisions of this Constitution, and shall, among other things establish:

(a) The rules and procedures to govern elections in Retired Employee Chapters;

(b) Such other rules and regulations as may be deemed desirable and appropriate for the proper functioning of Retired Employee Chapters;

(c) The provisions that shall apply for the financing of such Chapter, including the dues which must be paid by a retired member to the Retired Employee Chapter.

(d) Members of the Retired Chapter may be delegates of the L.U. to central and state bodies of the AFL-CIO; they may serve on L.U. COPE and legislative committees or social committees.

(e) This section shall not affect the rights, requirements and benefits of retired members as spelled out in other sections of this Constitution and General Laws.

SEC. 46 EDUCATIONAL TRAINING CONFERENCES: The I.U. is authorized and empowered to conduct legislative, political and educational conferences at which the attendance of those designated by the International to attend shall be mandatory upon the L.U. or J.C. involved.

These conferences shall ordinarily be conducted on a regional basis throughout the jurisdiction of the I.U. in the United States and Canada, unless a national and/or international conference is more appropriate to the subject matter of a particular conference, which may include legislative and political training, as well as other topics of special concern and current interest to the L.U. and International leadership. Whenever it is determined that it is feasible to hold such conferences, the I.P., in consultation with the G.E.B., shall establish the dates, location, and content of such conferences and shall designate those L.U.s and J.C.s who shall participate. The overall purpose of all such conferences shall be to increase the leadership skills and knowledge of the participants, so that they will be better able to perform the duties of their elected offices and to represent and protect their memberships. Once designated to attend, no L.U. or J.C. officer or representative shall be excused from participation, except for emergencies or other distressed conditions due to lockout, strikes or causes of that nature. In all such cases, permission to be excused shall only be granted upon timely application to the I.P., made by the L.U. or J.C. affected. Such requests, wherever possible, shall be

made sufficiently in advance of the conference to permit selection of an alternate.

SEC. 47 CANADIAN COUNCIL: Canadian L.U.s shall have authority to create and establish a Canadian Council of the A.T.U. under the provisions of this section for the purpose of addressing and responding to the needs and desires of our Canadian membership in regard to the objects of the I.U. in Canada as set forth in Section 3 of the Constitution and General Laws. In regard to all external matters of special Canadian interest, whether legislative, political, educational, cultural, social, economic or welfare, the C.C. shall be the highest authority and voice of the A.T.U. in Canada. In regard to internal Union matters and all matters related to the representation of the membership for collective bargaining purposes, the respective provisions of the Constitution and General Laws, as well as bylaws of each Canadian L.U. shall continue to govern and shall be binding upon all the Canadian membership, upon all Canadian L.U.s individually and severally, and upon the C.C.

The C.C. established under the framework of the Constitution and General Laws and the L.U.

bylaws shall be a separate autonomous entity with its own bylaws, officers, organizational structure and financing. The C.C. shall be authorized and empowered to conduct its own affairs and to handle and manage its own funds and property in the pursuit and accomplishment of the objectives of the C.C. and in the fulfillment of the needs and desires of the Canadian membership. The C.C. shall have all rights, privileges and duties delegated to it by the Constitution and General Laws and the C.C. bylaws.

The C.C. shall adopt bylaws by a two-thirds vote of the C.C. members (delegates) which shall be subject to the approval of the I.P. before going into effect. The bylaws shall determine meeting requirements which shall be no less than annually.

The bylaws of the C.C. shall provide that the persons elected as the president, executive vice president and secretary shall be officers of Canadian L.U.s, elected by a vote of all delegates present. The Canadian I.V.P.s shall be elected to International office in the same manner as other I.V.P.s under Section 7.1 and 6.22 of the Constitution and General Laws. The Canadian I.V.P.s shall assist the I.U. as assigned by the I.P. in negotiating contracts, organizing and other work of the I.U., on the same

basis as other I.V.P.s. The Canadian I.V.P.s shall attend all conferences of the C.C. with the right to speak, but not to vote.

Should the C.C. decide that other full- or part-time officers or representatives are necessary in the performance of the work of the C.C., such personnel shall be elected by the C.C. (officers) or appointed (representatives) by the chief executive officer of the C.C., as provided by the bylaws of the C.C. Any such full- or part-time officers or representatives shall be employed by and on the payroll of the C.C.

All Canadian L.U.s may participate in the C.C. if established, and if participating, shall share the expenses of and support the C.C. on an equitable basis, as provided in the bylaws of the C.C. It shall be the obligation of the C.C. to finance its activities separate and apart from the I.U. or L.U. dues or per capita taxes owed pursuant to Sections 18.1 and 18.2 of the Constitution and General Laws. The C.C. shall not constitute a joint bargaining council of the Canadian membership, but, with the approval of the I.P., may provide assistance in bargaining additional to that provided by the Canadian I.V.P.s, where the need arises, provided, however, that such assistance shall be financed by

the C.C. The I.U. shall pay one hundred percent (100%) of the moderate original cost of furnishing an office for the C.C., as established by the bylaws of the C.C., and shall thereafter pay one hundred percent (100%) of the rental costs of such office.

Any increase in per capita tax or general or special assessments authorized by the C.C. bylaws, which is duly adopted by the C.C. by majority vote of the delegates voting at a regular or special meeting of the C.C. held upon not less than thirty (30) days' written notice to the principal office of each constituent L.U., specifying that a proposal to increase the per capita tax to the C.C. or to levy a general or special assessment will be brought before such meeting for final action, shall constitute dues owed to the C.C. by each member of the L.U. belonging to the C.C. and shall be collected by the L.U. and forwarded to the C.C.

All officers of the C.C. shall be elected by the C.C. members (delegates), provided that such C.C. members have been elected by secret ballot by the members of their respective L.U.s.

At least fifteen (15) days' notice of any election must be mailed to each L.U. representative on the C.C. at his or her last known home address. The secretary of the C.C. or any elected officer

designated in the C.C. bylaws shall preserve for one (1) year the ballots and all other records pertaining to any election pertaining to the C.C.

SEC. 48 VOLUNTARY POLITICAL CONTRIBUTIONS: The voluntary funds contributed, through payroll checkoff or other voluntary fundraising activities, to a L.U. by its members for use in making political contributions and expenditures in connection with federal, state and local elections shall be transmitted to the I.U. Political Action Committee (ATU-COPE). Such transmittals shall comply with the provisions of federal law requiring that voluntary contributions of fifty dollars ($50.00) or more be transmitted to a federally registered PAC within ten (10) days of receipt, and if less than fifty dollars ($50.00), within thirty (30) days of receipt. At no time shall these voluntary funds be deposited to the treasury accounts of the L.U. or I.U. or otherwise commingled with any other funds of the L.U. or I.U. For all contributions transmitted, the name, occupation, and employer of the contributing member and the date received must be included. All contributions to federal candidates must be made through the ATU-COPE. Whenever the ATU-COPE at the federal

level makes a political contribution or expenditure in aid of the nomination or election of a political candidate from a particular state or congressional district, such contributions shall, whenever feasible and appropriate, be made jointly in the name of the ATU-COPE and the L.U. COPE affiliates from that particular area.

INDEX

	Sec.	Page
Abbreviations	2	5
Agreements Accepted as Binding	33	149
Approval by I.U.	33.2	150
Short Term Contracts	33.1	149
Appeals	23	119
Audits	37	154
Conduct of the Audit	37.3	155
Delinquency	37.5	157
Duties of L.U. Officers	37.6	158
I.U.	37.1	154
L.U.s, J.B.C.s, J.S.C.s, and Other Subordinate Bodies	37.2	154
Powers of I.S.T.	37.7	158
Reporting Requirements	37.4	156
Bonding	36	152
Bonding Indemnity Department	36.1	152
International Officers and Employees	36.2	153
Local Union Officers and Employees	36.3	153
Canadian Council	47	169
Charges, Trials and Penalties	22	112
Chargeable Offenses	22.1	112
Charges Involving Dual Unionism	22.2	113

Charges Involving Finances:		
Potential Additional Action	22.9	119
Discipline and Penalty	22.8	118
Initial Consideration of Charges	22.4	114
Post-Trial Consideration by L.U. or J.C.	22.6	117
Suspension from Office Pending		
Action Upon Charges	22.7	118
The Preferring of Charges	22.3	114
Trial Procedures	22.5	115
Constitutional Amendments	41	162
Conventions	6	9
AFL-CIO Alternates	6.21	20
AFL-CIO Convention Delegates	6.20	19
Alternates	6.8	14
Credentials	6.10	15
Credentials; Committees	6.17	18
Daily Summary; Records	6.18	18
Delegates	6.7	12
Delegate Expenses	6.13	16
Disqualifications	6.9	14
Election of International Officers	6.22	20
Excused Absences	6.15	16
Financial Requirements	6.14	16
International Officers	6.12	15
Order of Business	6.19	19
Representation; C.C.	6.6	12

Representation; J.B.C.	6.5	11
Representation; L.U.	6.4	10
Resolutions	6.16	17
Site, Fees, Expenses	6.2	10
Special Call	6.3	10
Voting	6.11	15
When Held	6.1	9
Defalcations and Shortages	38	159
Defense Fund	19	88
Assistance for Arbitration & Fact-Finding	19.2	89
Exhaustion of Fund; Donations	19.6	94
Lockout Benefits	19.4	93
Only Source of Benefits	19.5	93
Other Permanent Employment	19.9	95
Purposes and Uses	19.1	88
Reporting Requirements	19.7	94
Roll Calls; Picket Duty	19.8	95
Strike Benefits	19.3	91
Disclaimer of Authority	43	163
Educational Training Conferences	46	167
Election of Local Union Officers	14	63
Challenges	14.8	71
Election Procedures and Requirements	14.7	70
Elections to Fill Unexpired Terms (Interim Elections)	14.10	73

Eligibility for L.U. Office	14.2	64
Installation	14.9	72
Members Disqualified from Holding Office	14.3	66
Nominations; Ballots	14.4	67
Prohibition of Write-In Candidates	14.6	70
Types of Elections	14.5	69
When Held	14.1	63
Funds and Property	5	8
Funeral or Dismemberment Benefit	28	129
Administration; Maintenance of Assets	28.2	129
Amount of Benefit	28.10	141
Claims of M.A.L.s	28.8	136
False Statements on Claims	28.6	133
Method of Funeral Benefit Payment	28.9	137
Noneligibility of Those in Arrears	28.5	132
Procedure for Filing Claims	28.7	134
Purposes	28.1	129
Qualifications for Benefit	28.4	131
Statute of Limitations	28.3	131
General Executive Board	12	32
Actions Between Meetings	12.8	45
Discipline: L.U. Members	12.5	35
Discipline: L.U. Officers	12.4	34
Effect of Rulings	12.7	45
Members	12.1	32

Meetings	12.2	32
Powers and Duties	12.3	32
Trustees of Property	12.9	46
Trusteeships	12.6	37
General Vote: Referendum Questions	29	142
Headquarters	4	8
Inspection of Local Union Affairs	35	152
International Executive Vice President	10	29
International Officers	7	21
Permanent Disability	7.3	22
Qualifications	7.4	23
Tenure; Removal	7.5	23
Terms	7.1	21
Vacancies	7.2	21
International President	8	23
International Secretary-Treasurer	9	26
International Vice Presidents	11	30
Duties; Wages; Reports	11.1	30
Sick Pay	11.2	31
Joint ATU-Local Service Councils	25	123
Bylaws and Elections	25.4	125
How Established	25.1	123
Jurisdiction, Affiliation and Financing	25.3	124
Objects	25.2	124
Per Capita Tax	25.5	126
Service Director	25.6	126

Joint Bargaining Councils 24 121
Legislation 39 160
Notice and Consultation 39.1 160
State Legislative Conference Boards 39.2 161
Local Unions 13 47
Appointed Positions 13.8 53
Bylaws 13.2 47
Constitutions; Badges; and Supplies 13.18 61
Duties of Local Executive Board 13.14 57
Duty to Uphold Constitution 13.17 60
Financial Arrears 13.20 62
Financial Secretary's Duties 13.12 56
Handling of Funds 13.5 51
How Formed 13.1 47
Meetings 13.3 48
Monies Owed to I.U. 13.19 61
Officers 13.6 52
Order of Business 13.16 60
Other Duties and Restrictions 13.15 58
President's Duties 13.9 54
Property and Real Estate 13.4 51
Recording Secretary's Duties 13.11 55
Sick Benefits 13.21 63
Stewards 13.7 53
Treasurer's Duties 13.13 57
Vice President's Duties 13.10 55

Members at Large	31	147
Membership	21	100
Assessments for Grievance Arbitrations	21.15	111
Date of Enrollment	21.5	103
Disclosure of Union Business	21.7	104
Eligibility	21.1	100
Management & Supervisory Personnel	21.2	101
Membership Application	21.3	102
Membership Dues, Fines and Assessments	21.9	105
Membership in Good Standing	21.6	103
Notice of Correct Address	21.8	105
Others Leaving Active Service	21.14	110
Reciprocal Waivers of Initiation Fees	21.4	102
Reinstatement after Suspension	21.11	107
Retention of Membership; Retirees	21.13	110
Suspension for Non-Payment of Dues	21.10	107
Visiting Rights	21.12	109
Merger of Local Unions	16	75
Name; Jurisdiction	1	5
Objects and Principles	3	6
Objects	3.1	6
Principles	3.2	7
Obligation		1
Official Publications	27	128
Official Seal	40	162

Preamble 2
Representation 26 127
Retired Employee Chapters 45 165
Revenues 18 78
Alternative Revenue Structures 18.3 83
Dues 18.2 81
Increase in Per Capita Tax 18.9 88
Initiation Fee; Registration Fees 18.4 84
Per Capita Tax 18.1 78
Reporting of Special Assessments 18.8 88
Special Assessments: Defense Fund 18.5 85
Special Assessments: Funeral or Dismemberment Benefit Fund 18.7 87
Special Assessments: General Fund 18.6 86
Seniority 32 148
State and Local Central Bodies 15 74
Strikes and Lockouts 20 96
G.E.B. Action 20.4 100
Notice of Dispute 20.1 96
Referendum Vote 20.3 99
Strike Sanction 20.2 96
Unsanctioned Strikes 20.5 100
Subordination to Other Laws 42 162
Suspended Constitutional Provisions 34 150
Committee 34.1 150
Exemption by G.E.B. 34.2 151

Trusteed Retirement Plan for International Officers and Employees 44 163
Voluntary Political Contributions 48 173
Withdrawal Cards 30 142
Attendance at Local Union Meetings 30.5 147
Issuance Of 30.1 142
M.A.L.s 30.4 147
Transfer Between L.U.s 30.2 145
Transfer by Withdrawal Card 30.3 146
Withdrawal of Local Unions 17 76
Penalty 17.2 77
Procedures 17.1 76
Transfer of Members and Funds 17.3 77

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