

AMALGAMATED TRANSIT UNION LOCAL 268

2428 St. Clair Avenue, Cleveland, Ohio 44114-2925

Affiliated with the National, Ohio and Cleveland A.F.L.-C.I.O.



BY-LAWS COMMITTEE MEMBERS

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**AMALGAMATED TRANSIT UNION
LOCAL 268
BYLAWS**

PREAMBLE

This Local 268 of the Amalgamated Transit Union (ATU) is established in order to secure and defend our rights, advance our interest 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 can participate in the discussion of those practical problems, upon the solution of which depends our welfare and prosperity.

NAME

SECTION 1

This organization shall be known as ATU Local 268 (Local 268), of Cleveland, Ohio, holding a legal charter duly granted by the International Union. Said charter cannot be voluntarily surrendered as long as ten (10) members in good standing object thereto.

OBJECTS

SECTION 2

The objects of this organization shall be to advance the wages and improve the working conditions of the members and to draw them closer in the bonds of togetherness and knowledge.

OFFICERS AND SHOP STEWARDS

SECTION 3

- a. The officers of this local, who shall constitute the local union Executive Board, shall consist of:
 1. President-Business Agent (PBA) and First Delegate to the ATU Convention

2. Financial/Recording Secretary-Treasurer (FRST) and Second Delegate to the ATU Convention
3. Vice-President (VP) and Fifth Delegate to the ATU Convention
4. Assistant Business Agent-Non-Operations (ABA Non-Operations) (to be employed in non-operations and be elected from non-operations employees only) and Third Delegate to the ATU Convention
5. Assistant Business Agent-Operations (ABA Operations) (to be employed in operations and elected from Operations employees only) and Fourth Delegate to the ATU Convention

b. All districts will have at least one (1) Shop Steward. Shop Stewards will be voted on by the members in their respective district. Each district with over 100 members will have one (1) Shop Steward per 100 members or fraction thereof. Shop Stewards are to report to their respective ABA. Shop stewards shall not serve on the local union Executive Board.

QUALIFICATIONS FOR CANDIDATES FOR OFFICERS AND EXECUTIVE BOARD MEMBERS

SECTION 4

All candidates shall have been in continuous good standing the two years next preceding the day of the nomination meeting. No meeting attendance requirement shall be applied. A member must meet the candidate eligibility requirements of the ATU Constitution and General Laws (CGL) and the Bylaws of Local 268 in order to hold office in Local 268.

NOMINATION AND ELECTION OF OFFICERS, SHOP STEWARDS AND DELEGATES TO THE INTERNATIONAL CONVENTION

SECTION 5

- a. All nominations and elections, including the election of shop stewards, shall be held in conformance with the CGL. These elections shall be held by mail and under the plurality system. The candidate receiving the highest number of votes shall be declared elected.
- b. The nomination of Officers and Shop Stewards shall take place at the first regular meeting in November 2023 and every three (3) years thereafter. Notice of the nominations meeting shall be posted at all properties not less than ten (10) days prior to the nominations meeting.
- c. The FRST shall appoint an Election Committee to insure a fair and impartial election. A nominee for office, except the FRST, shall not serve as a member of the committee. In the event a member of the Election Committee is unable to serve, the FRST may appoint a new member to the Election Committee.
- d. Local 268's Election Committee shall oversee the conduct of the election. An election service company shall be used to conduct the election.
- e. The Election Committee shall determine the qualifications and eligibility of all nominees according to the Bylaws of Local 268 and the CGL.
- f. The Election Committee, working with the election service committee, shall see that the ballots are properly prepared and mailed out.
- g. Members may accept nomination for one office only. Members nominated for office must file an acceptance, in writing, with the FRST within seven (7) calendar days following the adjournment of the nomination meeting for their name to be placed on the election ballot. The FRST shall immediately post the names of the nominees and the

- office to which they are nominated on the various bulletin boards throughout Local 268. Any member not notifying the FRST of their acceptance shall not appear on the ballot.
- h. When the nomination process is completed no person shall be permitted to add, delete, alter or change the ballot in any way for any reason; provided however, that any candidate properly nominated may withdraw his/her name from the ballot or consideration at any time prior to the printing of the official ballot should he/she decide not to seek the office for which he/she was nominated. A candidate's withdrawal shall be in writing bearing his/her signature and must be submitted to the FRST. Should the withdrawal of a candidate or candidates leave only one candidate nominated for a particular office, or if only one eligible candidate is nominated for office in the first instance, then that candidate shall be declared the winner by acclamation.
 - i. In contested races, the names of the eligible candidates nominated shall be placed upon a ballot, in alphabetical order. The election ballot shall state which officers serve also as delegate to the ATU Convention by virtue of office.
 - j. No member shall be allowed to vote unless he/she is in good standing under the terms of the Bylaws of Local 268 and the CGL. Anyone who does not appear on the voter eligibility list shall vote by challenged ballot.
 - k. Retiree members in good standing are eligible to vote for the PBA, VP, and FRST. Pensioners shall not be eligible to be candidates for office in the local union. Members who retire on pension during their term of office may complete their term.
 - l. Two (2) post office boxes shall be rented for the receipt of election mail. The first post office box shall be used as the return address on ballot packet envelopes and for other correspondence. The second post office box shall be used only as the receiving address for the voted ballots. Each ballot packet shall bear the return address of the first post office box, an address label with the name and address of

each member, and the required postage. It shall contain the election notice, voter instructions, ballot, return envelope, and a secret ballot envelope. The election notice shall also be posted at all properties. Each ballot packet shall bear the date of the counting of the ballots, in no event shall this deadline be less than twenty-one (21) days after the mailing date to the membership. Ballots shall be mailed to members' last known address. Any member who does not receive a ballot or who spoils a ballot may request a new ballot, in such a case only the replacement ballot shall be counted.

- m. On the date of the counting of the ballots specified in the ballot packet, and not earlier than 9:01 AM, the ballot envelopes shall be collected and removed from the second post office box and brought immediately to the ballot count. All ballots to be counted must be submitted by U.S. Mail and on deposit in the post office box for collection as outlined above. Ballots that bear identifying marks shall be voided. Ballots that are defaced or indicate a choice of more than one candidate for the same office shall be voided provided that any remaining portion of the ballot indicating a clear choice for other contests shall be counted. Immediately following the counting of all votes, the results thereof shall be attested by all members of the Election Committee and published on the bulletin boards of Local Union 268 by the FRST.
- n. The FRST shall appoint members to oversee the counting of the ballots. No candidate can be involved in the counting of the ballots.
- o. Any candidate shall have the right to have an observer at the counting of the ballots and at the mailing, pickup (including the collection of mail from the first post office box) and remailing of any ballot packages. However, no physical interference with the counting shall be permitted, and no report of the results shall be made until the ballots have all been counted.

- p. Any member who is entitled to vote may challenge the conduct or the results of an election within ten (10) days from the date the ballots are counted in accordance with the CGL.
- q. All Officers shall be installed at the January meeting, after the election (if at all possible), but in any event take office on January 1st, after the election.

DELEGATES

SECTION 6

- a. Delegates to the Cleveland and Ohio Federation of Labor Conventions - The PBA, FRST, ABA Operations, ABA Non-Operations, and VP, shall act as delegates to the Cleveland and Ohio Federations of Labor. In case any member is unable to attend, the PBA shall appoint the full complement of delegates.
- b. Delegates to the ATU International Convention - PBA shall be First Delegate, FRST shall be Second Delegate, ABA Non-Operations shall be Third Delegate, ABA Operations shall be Fourth Delegate, VP shall be Fifth Delegate. If the local is entitled to fewer than five delegates, those additional delegates shall serve as alternates. If the local is entitled to more than five (5) delegates or wishes to elect alternates, such an election may be held per CGL Sections 6.7, Delegates, and 6.8, Alternates.

VACANCIES

SECTION 7

- a. In order to fill a vacancy that may occur in the office of PBA during his/her term, the VP shall assume the duties of the office until Local 268 elects a PBA to fill the vacancy. If less than one year remains in the term, the VP shall serve until the regularly scheduled election of local union officers. If more than one year remains in the term, he or she shall serve until a new PBA is elected in an interim election.

- b. Should a vacancy occur in the office of the FRST, the PBA shall appoint a member qualified to hold office under CGL Sections 14.2, Eligibility for LU Office, and 14.3, Members Disqualified from Holding Office, to fill the vacancy subject to approval by the Executive Board. If more than one year remains in the term, an election shall be held within a period of sixty (60) days for the purpose of filling the vacancy.
- c. In the case of any other officer vacancy, the PBA shall appoint a member qualified to hold office under CGL Sections 14.2, Eligibility for LU Office, and 14.3, Members Disqualified from Holding Office, to serve the remainder of the term of office, subject to approval by the executive board. The ABA Operations shall be appointed from Operations. The ABA Non-Operations shall be appointed from Non-Operations.
- d. If an officer has been sick for one month and is temporarily prevented from carrying out their work, the PBA, subject to Executive Board approval, may appoint a member from the place out of which they work to act in an interim role until the officer returns.
- e. If there is a shop steward vacancy, the PBA shall appoint a shop steward to complete the remainder of the term.
- f. The newly appointed and approved by the Executive Board, or elected, officers and stewards shall be installed immediately.
- g. Where an election is held to fill a vacancy, it shall be held under the same rules and regulations as other elections.

DUTIES OF OFFICERS

President-Business Agent

SECTION 8

- a. The PBA shall fulfill all duties in CGL Section 13.9, President's Duties and the duties listed here.

- b. The PBA shall preside at all meetings of Local 268 and of the Executive Board and act as Chair. The PBA shall decide all questions of order, subject to an appeal to Local 268. He/she shall conduct meetings according to the CGL, these bylaws, and Robert's Rules of Order.
- c. He/she shall preserve order and enforce the CGL and these bylaws, and shall see that all Officers perform their respective duties.
- d. He/she shall appoint all committees (not otherwise provided for) and, by virtue of office, be a member of all committees.
- e. The PBA shall have the right to vote in secret ballot votes at the same time and along with the other members who cast their ballots; and shall have the 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.
- f. He/she shall enforce all fines and penalties.
- g. The PBA shall have the power to call special meetings of the local union when requested to do so upon written request of one-third of the members in good standing. The PBA shall have the power to call the Executive Board in extra session in all cases of emergency.
- h. The PBA shall sign all checks. The PBA shall, with approval of the Executive Board, approve an executive officer to sign checks in his/her absence.
- i. The PBA shall authorize all lost time.
- j. The PBA will determine the working hours and serve as the general supervisor of all office staff personnel.
- k. The PBA or his/her designee shall hold an orientation meeting. The PBA shall see that new members are brought into the local.
- l. The PBA shall, along with the Executive Board, hear and investigate all complaints and grievances that members may have between themselves or with the Greater Cleveland Regional Transit Authority (GCRTA) and seek an adjustment of the same.

- m. The PBA shall look after the general workings of Local 268 and submit a report on the workings of his/her office to the Executive Board and to the membership.
- n. The salary of the PBA shall be the maximum hourly rate of the highest classification in Local 268 multiplied by 50 straight time hours per week with no additional premiums or differentials. This rate shall be recalculated each time that classification receives a wage increase. The PBA shall also receive the following:
 - a. Paid medical, dental, and eye care insurance with the same options afforded employees covered by the collective bargaining agreement of GCRTA or payment as in Article 17 of the same agreement.
 - b. Holiday payments, as in Article 15 of the collective bargaining agreement of GCRTA.
 - c. A Union cell phone and maintenance thereof. Such cell phone must be returned within three business days of leaving office.
 - d. The same number of sick and vacation days which he or she would receive if he or she was working at GCRTA under the CBA. These days do not carry-over from one calendar year to the next. He or she will not receive vacation days from the Local Union during his or her first year in office (first year on full-time union leave) because RTA is responsible for such per Article 14. Upon leaving office and returning to work at RTA, he or she will be paid out for that year's vacation days as such are not paid by RTA.

ASSISTANT BUSINESS AGENTS

SECTION 9

- a. It shall be the duty of the ABAs to assist in processing and resolving of grievances and making sure the provisions of the contract are being adhered to. They shall look after the safety and working conditions at all locations. They shall confer with and assist the shop stewards at their respective

work locations. They shall attend all regular and special Executive Board meetings and all regular and special membership meetings.

- b. They shall be reimbursed for lost time (payments from the Local Union as reimbursement for wages lost while conducting business for the Union) while conducting any business of Local 268. Additionally, for their faithful performance of their duties they shall receive fifty dollars (\$50.00) per month provided they attend one session of the monthly membership meeting until it adjourns.
- c. Each ABA shall receive a Union cell phone and maintenance thereof. Such cell phone must be returned within three business days of leaving office.

VICE PRESIDENT

SECTION 10

- a. The VP shall fulfill all duties in CGL Section 13.10, Vice President's Duties, and the duties listed here. He/she shall attend regular and special meetings and assist the PBA in maintaining order and decorum in the meetings. He/she shall also render such assistance to the local union as may be required of him/her. In the absence of the PBA he/she shall assume the duties of that office, and in case of a vacancy in the PBA office, he/she shall perform the duties of the PBA until the local elects a PBA to fill the office.
- b. He or she shall be reimbursed for any lost time. Additionally, for his/her faithful performance of his/her duties he/she shall receive fifty dollars (\$50.00) per month provided he/she attends one session of the monthly membership meeting.

FINANCIAL/RECORDING SECRETARY-TREASURER

SECTION 11

- a. The FRST shall fulfill all duties in CGL Sections 13.11, Recording Secretary's Duties, 13.12, Financial Secretary's Duties, and 13.13, Treasurer's Duties, and the duties listed here.
- b. The FRST shall issue all working cards, and receive and receipt all moneys due to Local 268.
- c. The FRST will make a full and detailed financial report to the Executive Board and the Union Membership each month.
- d. The FRST shall attend all meetings of the local and the Executive Board and keep complete minutes of the same, recording all action taken in such a manner that it can be understood and referred to at all times. The minutes book shall be kept on file in the office of Local 268.
- e. The FRST shall have charge of the seal of the Local 268 and affix the same with his/her signature to all papers when authorized. He/she shall sign all checks issued by the local.
- f. The FRST shall keep a proper enrollment of the membership showing all members in good standing, withdrawn, suspended or expelled and report the same to the International Union. The FRST shall see that Local 268 is kept in good standing with the International Union.
- g. The FS shall keep his/her books, records and accounts in order and open to inspection by a Certified Public Accountant no less that once every six months, by the Executive Board at any time they desire, and by any member in good standing during the union office normal business hours.
- h. It shall be the duty of the FRST to report to "In Transit" all news and items of interest affecting Local 268 and the International Union.

- i. The salary of the FRST shall be the maximum hourly rate of the highest classification in Local 268 multiplied by 45 straight time hours per week with no additional premiums or differentials. This rate shall be recalculated each time that classification receives a wage increase. The FRST shall also receive the following:
 - a. Paid medical, dental, and eye care insurance with the same options afforded employees covered by the collective bargaining agreement of GCRTA or payment as in Article 17 of the same agreement.
 - b. Holiday payments, as in Article 15 of the collective bargaining agreement of GCRTA.
 - c. A Union cell phone and maintenance thereof. Such cell phone must be returned within three business days of leaving office.
 - d. The same number of sick and vacation days which he or she would receive if he or she was working at GCRTA under the CBA. These days do not carry-over from one calendar year to the next. He or she will not receive vacation days from the Local Union during his or her first year in office (first year on full-time union leave) because RTA is responsible for such per Article 14. Upon leaving office and returning to work at RTA, he or she will be paid out for that year's vacation days as such are not paid by RTA.

EXECUTIVE BOARD

SECTION 12

- a. It shall be the duty of the Executive Board to supervise and direct the management of Local 268. They shall constitute the Grievance Committee and shall investigate all disputes and questions between members of Local 268 and the GCRTA and report their findings to regular meetings of Local 268.

- b. They shall meet at least once a month before the first session of the membership meeting.
- c. Special meetings of the Executive Board may be called by the PBA when it is deemed necessary. Special meetings of the local union may be called by a majority of the executive board.
- d. A majority of the Board shall constitute a quorum for the transaction of business.
- e. The Officers and the Executive Board of Local 268 shall direct and handle the affairs of the local, subject to these bylaws and the local's rules and instructions. It shall be their duty to report their activities to the meetings of Local 268.
- f. When requesting an International Officer for local disputes between members or on questions and grievances arising under agreements with GCRTA, shall write full particulars of the case to International President.
- g. Their rulings and decisions shall be subject to the approval of the Local 268 in regular session.
- h. The Board shall perform such other duties as the CGL may require.
- i. Any officer of Local 268 who retires from GCRTA and fulfills the remainder of his/her term while in office, will be required to pay full Union dues and any assessments.
- j. For their faithful performance of duty, each Board Member, other than the PBA and FRST, shall receive for each Board Meeting attended, 4 hours at their current lost time rate of pay in addition to any lost time incurred as a result of the meeting.

SHOP STEWARD

SECTION 13.

- a. It shall be the duty of the Stewards to render assistance to Officers of Local 268 as may be required.

- b. Stewards, for their faithful performance, shall receive thirty (\$30.00) per month, provided they attend the monthly membership meetings. They shall be reimbursed for lost time (payments from the Local Union as reimbursement for wages lost) while conducting any business of Local 268.

WARDEN

SECTION 14

- a. The PBA shall select 2 Wardens. They shall attend all meetings of the Local 268 and reach the Meeting Hall designated thirty (30) minutes before opening said meeting. It shall be the duty of the Wardens to take charge of the entrance to all regular and special meetings of Local 268, so that no one enters the meeting except members in good standing. They will determine if members are eligible to attend and allow no one to leave the hall without permission from the chair, and do such other duties as the PBA may request. They shall stay one half hour after the meeting or as directed by the PBA.
- b. Each warden shall receive thirty (\$30.00) per meeting session he/she attends.

LOST TIME

SECTION 15

- a. The President Business Agent shall authorize all lost time.
- b. Lost time shall be compensated at the member's then current collectively- bargained rate of pay.
- c. Lost time shall be paid for only those hours which are lost from a member's regular schedule, and not for scheduled days off.
- d. Lost time shall be paid only upon the presentation of a lost-time voucher stating the hours lost and the union business conducted during the lost time.

TRAVEL

SECTION 16

- a. The trip and number of attendees shall require the approval of the membership.
- b. Members traveling on local union business will receive seventy-five dollars (\$75.00) per night per diem for meals and incidental expenses when an overnight stay is required. Members will provide a hotel receipt and expense report showing the union business purpose of the overnight trip and the dates and location(s) of the trip in order to receive such a per diem.
- c. Members on official union business out of the city who travel in their personal automobiles for the day will receive reimbursement for mileage at the current IRS standard mileage rate and related expenses for which they can provide a receipt.
- d. Members on official union business within the Cleveland area who travel in their personal automobiles will receive mileage at the current IRS standard mileage rate but they will not receive mileage for travel to/from their residence to/from their principal place of work.
- e. Any reimbursements for mileage traveled in a personal automobile shall be inclusive of all gas expenses, and gas expenses shall not be reimbursed for the use of a personal automobile.
- f. The PBA and FRST by virtue of their office shall attend special conferences, meetings and caucuses such as the Black Caucus, Women's Conference, ATU-Joint Conference, Ohio Conference, etc. with membership approval. The PBA may send additional delegates to these conferences, with membership approval, but no more than four (4) officers can attend any of these conferences.

BONDING OF OFFICERS

SECTION 17

The Officers of Local 268 shall be bonded pursuant to CGL Section 37, Bonding, and all applicable law.

MEETINGS

SECTION 18

- a. The morning, charter meeting of Local 268 shall be held on the first Saturday of each month beginning at 9:00 AM. The evening meeting session of Local 268 shall be held at 7:45 P.M. the Tuesday following the charter meeting each month. Twenty-five members in good standing counting attendees at both meeting sessions shall constitute a quorum.
- b. Order of Business for Meetings:
 1. Call to order by PBA
 2. Pledge of Allegiance to the Flag
 3. Moment of silence for departed members
 4. Roll call of officers
 5. Reading of minutes of previous meeting
 6. Initiation of new members
 7. Financial report
 8. PBA's report
 9. Grievances
 10. Report of officers
 11. Old business
 12. New Business
 13. Adjournment
- c. Business conducted at morning meeting shall be presented to the evening meeting session for their approval. Voting at such meetings shall be cumulative. The morning, 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 at the subsequent session. 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.
- d. Special meetings of Local 268 may be called by the Executive Board or upon the request of one-third of the membership signing a petition for the same. No business

shall be transacted at a special meeting except that set forth in the calls. When special meetings are called as herein provided, the notice must be signed by the PBA, setting forth the reasons for the meeting and giving the membership twenty-four (24) hours notice of the time and place of the meeting.

- e. It is a cardinal principle of Local 268 that all members treat each other during meetings and at all other times with respect and that all our discussion be carried on in a spirit of candor and moderation. The chair will remind members of this principle if it is violated. The chair may expel a member from a meeting due to disruption preventing the meeting from going forward.
- f. A member wishing to speak after being recognized by the chairman shall state his or her name and district before speaking. On being recognized, he or she shall not be interrupted by any other member except on a point of order until he/she has finished. The time allowed any speaker to have the floor at any one time shall not exceed three minutes without consent of a simple majority of the meeting. He/she shall not have the privilege of speaking again on this question until all others who so desire have the opportunity to speak.

DUTIES OF MEMBERS

SECTION 19

- a. Qualification for membership in Local 268 shall be in compliance with the CGL. The application of a candidate for membership shall be presented to the FRST. It shall be the duty of members of this Local 268 to thoroughly familiarize themselves with the Bylaws of Local 268 and the CGL and all existing agreements with GCRTA.
- b. It is the duty of all members to live up to the existing agreement between the GCRTA and Local 268.
- c. It is the duty of all members not to give any information regarding the business of Local 268 to anyone not entitled to know the same.

- d. It is the duty of each Member to see that his/her dues, fines, assessments and other monies owed the Local Union are promptly paid by the fifteenth (15th) of the month. It is especially his/her duty to look after and pay the same. A member, allowing him/herself to become delinquent or suspended, shall be required to reinstate themselves by applying to the FRST and by paying all back dues, assessments, and any applicable reinstatement fee, pursuant to CGL Section 21, Membership. Withdrawal cards will be granted and accepted subjected to Section 31, Withdrawal Cards, of the CGL.
- e. It shall be the duty of all members to attend the regular meetings of Local 268 whenever possible.

COMMITTEES

SECTION 20

- a. All committees appointed by the PBA shall make their report, in writing, to the body that authorized them to act and they shall furnish a copy of the report to the Executive Board. No members of Local 268 shall be allowed to constitute themselves as official committees.
- b. It shall be the duty of the PBA to appoint a Bylaw Committee in January 2023 and every subsequent three years to recommend amendments to these bylaws or to make technical corrections to these bylaws to correspond with the CGL in the event that the CGL is amended.
- c. The Contract Negotiating Committee will consist of the PBA, FRST, ABA Operations, and ABA Non-Operations. Additional members may be appointed by the PBA, subject to Executive Board approval. The PBA shall be chair of the Contract Negotiating Committee.

DONATIONS

SECTION 21

- a. The local union membership, upon recommendation from the Executive Board shall have the only power to make donations from the funds of Local 268.

- b. Flowers or a Religious Text (each costing \$40 or less) shall be sent to the spouse or family of any deceased members.

TRIALS AND APPEALS

SECTION 22

- a. Members feeling aggrieved at any ruling of the Executive Board shall have the right to appeal to the membership of Local 268. If they are not satisfied, they shall have the right to appeal to the International President, pursuant to CGL Section 23, Appeals.
- b. Charges, trials and appeals of Officers or members shall be acted upon in accordance with the provisions of the CGL.

INITIATION FEES AND DUES

SECTION 23

- a. The initiation fee for membership in Local 268 shall be fifty dollars (\$50.00) which may be paid in minimum installments of \$25.00 per pay period.
- b. The monthly dues of Local 268 shall be the minimum dues per CGL Section 18.2, Dues plus two dollars (\$64.30 as of January 1, 2021).
- c. The dues for all members retiring on pension as of September 2020 shall be \$7.00 per month.
- d. Any member who is off from work due to injury, illness, laid off, or on an approved leave of absence for an entire month, beginning with the first of the month and ending with the last day of the month, will have to pay only the per capita taxes paid by the local to the International and any other organizations which Local 268 affiliates with.

AMENDMENTS

SECTION 24

CGL Section 13.2, Bylaws, shall control in any amendments to these bylaws.

DEFENSE FUND

SECTION 25

- a. Before undertaking any arbitration, fact-finding, action before SERB, or any litigation, the members of Local 268 shall vote by secret ballot.
- b. Local 268 shall maintain a Defense Fund. The Defense Fund shall be kept in a separate account from all other accounts maintained by Local 268.
- c. The assets of the Defense Fund shall be used for only those expenses which are directly related to arbitration, fact-finding, actions before SERB or litigation.
- d. Monthly, \$8 per active member shall be deposited in the Defense Fund from the monthly dues collected. Provided however, when the Defense Fund has over \$200,000 these deposits will cease until such time as the Defense Fund has below \$150,000.
- e. Within two weeks of the Defense Fund falling below \$20,000.00, the FRST shall conduct an assessment of \$7 per month, per active member to bring the Fund back up to \$75,000.00. Once the fund has reached \$75,000, assessments will cease until the fund falls below \$20,000.
- f. The status of the Defense Fund shall be reported at all Executive Board and Membership Meetings, and any member may review the financial records of the Defense Fund at the Union Office.

LOCAL FUNERAL BENEFITS

SECTION 26

- a. In order to establish a local death benefit for the proper burial of our members, in case of death, these bylaws are hereby adopted by Local 268.
- b. It is clearly understood and accepted by the members of Local 268 and those who may become members in the future, that in the establishment of these bylaws governing the above-named benefits that this is no insurance society, but it is a trade union.

- c. Claims for death benefits established under these Local 268 bylaws shall be made to the FRST of Local 268.
- d. In the case of the death of a member it shall be the duty of the designated beneficiary to make application for such benefits to the FRST and said beneficiary to see that all bills in connection with the death of the member are properly paid before turning over to the beneficiary the amount of money to be paid under these Local Bylaws. It is further understood that the deceased member must have complied with the International Constitution and the By Laws of Local 268 pertaining to the payment of his dues, fines and assessments.
- e. The amount of death benefits to be paid in accordance with these bylaws shall be \$500.00 for all members who have one year of continuous membership in Local 268. Be it further understood that each member shall designate his/her beneficiary in compliance with these bylaws.

– NOTES –

– NOTES –