

**LOCAL  
BY-LAWS**

**LOCAL UNION 241  
OF  
THE AMALGAMATED  
TRANSIT UNION**

**AFFILIATED WITH  
A.F.L.-C.I.O., I.S.F.L.-C.I.O.  
C.F.L.-C.I.O. AND I.U.C**

**ORGANIZED SEPTEMBER 15, 1892**

Approved by International Union March 5, 1993  
International President James LaSala

**Headquarters of Local Union 241  
SUITE 500  
228 SOUTH WABASH AVE.  
CHICAGO, ILLINOIS 60604**

**OFFICERS**

**ISIAH THOMAS**  
*President-Business Agent*

**LEONARD W. MORRIS**  
*1<sup>ST</sup> Vice President*

**JOSE G. GUERRERO**  
*2<sup>nd</sup> Vice President*

**TOM R. COLLINS**  
*Recording Secretary*

**WANDA J. BLACK**  
*Financial Secretary-Treasurer*

**JIMMIE FUNDERBURG**  
*Warden*

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**LOCAL BY-LAWS  
OF  
LOCAL UNION No. 241**

**NAME**

This Local Union shall be known as Local Union 241 of the Amalgamated Transit Union, A.F.L.-C.I.O.

**PREAMBLE**

The Amalgamated Transit Union, together with its constitution and laws, was established in order to secure and defend our rights, safeguard our interests as working people, create an authority whose seal shall constitute a certificate of character, intelligence and skill, build up an organization whereby members of our craft can participate in the discussion of these particular 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 difficulties labor ad capital, establish order, insure harmony, promote the general cause of humanity and brotherly love, and secure the blessings of friendships, equality and truth.

**PRINCIPLES**

We hold it as sacred principles that trade union persons, above all others, and more especially the Officers and Executive Board members, shall set a good example as good and faithful working people, performing their duty to the employer as well as to their organization. Should any officer or Executive Board Member be guilty of any offense, act or deed that would reflect on the good name of this organization, or in any way discredit the Executive Officers, such member should be compelled to resign from office or be removed by the Executive Board.

**QUALIFICATIONS FOR MEMBERSHIP**

Sec. 1. Qualifications for membership in his Local Union shall be compliance with the amended section 21 of the International Constitution and General Laws.

### **ADMISSION OF MEMBERS**

Sec. 2. The application of a candidate for membership must be presented with at the full administration fee of seventy-five Dollars (\$75.00) and the amount for the current month's dues and assessments. The application must also be certified by two members in good standing. Said application must be presented with thirty (30) days after being employed. Any employee covered by the Local Union Contract who fails to present him/herself for initiation with thirty (30) days after employment shall pay an administrative fee of eighty-five Dollars (\$85.00) and the amount for the current month's dues and assessments.

(a) Application for membership in this local Union shall be subject to Section 21 of the International Constitution and General Laws.

### **QUALIFICATIONS FOR OFFICE**

Sec. 3. A member to be eligible to hold office in the Local Union, or to be delegate or alternate to any convention, must be in continuous good standing in the Local Union for two (2) years or more. The meeting attendance requirement shall be governed by the International Constitutional and General Laws section on Eligibility for L.U. Office. The member must not be voluntarily employed outside of this Local Union or the employing company.

(a) A member who is connected with any other company, or who is engaged in any line of business other than that of the Street and Electric Railway and Bus operation, is not qualified to hold office in this Local Union.

(b) A member may not be nominated for or hold a full time office and an Executive Board position at the same time.

(c) In an interim election, a person must resign from any office held in order to run for the vacant office.

### **OFFICERS**

Sec. 4. The officers of this Local Union shall be a President who is also the Business Agent, two (2) Vice-

Presidents, a Recording and Corresponding Secretary, a Financial Secretary-Treasurer and an Executive Board to consist of one (1) member from stations, garages or work locations having four hundred (400) members or less and two (2) members from station, garages or work locations having between four hundred and one (401) and eight hundred (800) members. Two (2) members from the General Office, three (3) members from the Repair Department, one (1) North, one (1) Central, and one (1) South. One (1) member from the Station Clerks, one (1) member from Transportation Supervisors and Instructors, one (1) member from the Pace Heritage Division and one (1) member from the Pace West Division. There shall be delegates to the Chicago Federation of Labor and Industrial Union Council, the Illinois Federation of Labor.

#### **ELECTION COMMISSIONERS**

Sec. 4A. There shall be an election commission composed of five (5) members serving three (3) year terms.

#### **MEETINGS**

Sec. 5. The regular meetings of this Local Union shall be held on the first Monday of each month at 8:00 o'clock p.m., at a place designated by the officers. 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 Local Union without further action by the membership.

(a) Special meetings and educational meetings may be arranged for by the Executive Board whenever a question arises affecting the membership upon which it is deemed necessary to hold such meetings in order to inform the membership on the question involved; and whenever business has to be transacted affecting the entire membership and a special meeting is called to take action on same, it shall be held at a place designated by the officers, and at least forty-eight (48) hours' notice be given to all membership, and the only business that can

Be transacted at such special meetings is that which is state in the call for such meeting.

(b) It shall require one hundred (100) members in good standing to be present to constitute a quorum to transact business at any meeting.

(c) During the course of a meeting if no quorum is present any referendum presented for a vote must be deferred until the next Mass Meeting and becomes first priority.

(d) Ten, Ten Dollar (\$10.00) door prizes are to be drawn and given to the winners at each regular Mass meeting. The drawing is to be held immediately before adjournment. Officers, including the Executive Board members, Election Commissioners and Warden are ineligible to participate in the winning of these prizes.

(e) The regular meeting of the Executive Board shall be held on a date, at a time and place designated by the officers and Executive Board of Local Union 241 twice a month.

#### **PRESIDENT AND BUSINESS AGENT DUTIES**

Sec. 6. It shall be the duty of the President and Business Agent to preside at all meetings of this Local Union and of the Executive Board, and to act as Chairman of all committees, except as otherwise provided for. He/she shall preserve order at the meeting, enforce the constitution and by-laws and see that all officers and committees perform their respective duties. All appointments of temporary officers to fill vacancies when necessary, shall not exceed one year, and must have the approval of the majority of the Executive Board. He/she shall appoint a Warden, also Assistants when necessary. He/she shall decide all questions of order, subject to an appeal to the meeting. He/she shall have a right to vote in secret ballots at the same time and along with the other members who cast their ballots. He/she shall not vote on questions of debate except in case of a tie, then he/she shall cast the deciding vote. He/she shall announce the result of all votes. He/she shall enforce all fines and penalties imposed

in accordance with provisions of these by-laws. He/she shall appoint all committees not otherwise provided for. He/she shall have the power to call special meetings, and shall call special meetings, when requested to do so on the written request of one-third or more members in good standing. When special meetings are called He/she shall see that notices of such meetings are posted at each station, garage or work location a least forty-eight (48) hours prior to holding such meetings. He/she shall sign all orders on the treasuries for such monies as shall, by the constitution and by-laws of the Local Union require. He/she shall have his/her officer at the Local Union headquarters. He/she shall be in his /her office from 9 o'clock a.m. until 12 o'clock noon except where the business of the Local Union requires his/her presence elsewhere. He/she shall, in conjunction with the other officers, employ, direct and supervise all necessary help to efficiently conduct the work of this Local Union and shall fix the salaries and vacations of same. He/she shall visit the different stations, garages or work locations when in his/her judgment it becomes necessary, and he/she shall perform such other duties as the Executive Board and the Local Union may determine in compliance with the laws of the Local Union. He/she shall e reimbursed for any and all expenses incurred while performing duties for the Local Union. He/she shall be entitled to thirty (30) working days leave of absence each year with pay, to be taken whole or in part as he/she may elect.

The president or presiding officers of Local Union 21 will not enter into oral or written contract, agreements, or special agreements with Managements without full consultation and approval of the Local's Executive Board.

#### **DUTIES OF VICE-PRESIDENTS**

Sec. 7. The duties of the Vice-Presidents follow in the order named. In the absence or inability to act of the President, the First Vice-President shall perform the duties of the President, and in the absence or inability to act of the

President and the First Vice-President, the Second Vice-President shall perform the duties of the President. In case of a vacancy in the office of the President, or in case of the absence or inability to act of the President, the First Vice-President shall assume and perform the duties of President until the Local Union elects a President, and in the absence of the First Vice-President, the Second Vice-President shall fill the office of President.

The Vice-Presidents shall attend all Executive Board and membership meetings.

(a) In the absence of either the President and Business Agent or the Financial Secretary-Treasurer, the First Vice President shall be authorized to sign checks with the remaining officer.

#### **DUTIES OF RECORDING AND CORRESPONDING SECRETARY**

Sec. 8. It shall be the duty of the Recording and Corresponding Secretary to keep a correct and proper account of the proceedings of the Local Union meetings, to call the roll officers and carry on all correspondence. He/she shall see that all notices are placed on the bulletin boards at the stations, garages or work locations. He/she shall act as secretary of the Executive Board and at Grievance Committee Conferences. He/she shall perform such other duties pertaining to his/her office as the Local Union may require, and he/she shall deliver all properties entrusted to his/her care. He/she shall be reimbursed for any and all expenses incurred while performing duties for the Local Union. He/she shall be entitled to thirty (30) working days leave of absence each year with pay, to be taken whole or in part, as he/she may elect.

(a) In the absence of the Recording and Corresponding Secretary, or his/her inability to act, the President and Business Agent shall appoint a qualified member to perform his/her duties, subject to approval by the Executive Board.

(b) In the Absence of the President and Business agent or the Financial Secretary-Treasurer, the Recording Secretary shall be authorized to sign checks with the remaining officer.

**DUTIES OF THE FINANCIAL  
SECRETARY-TREASURER**

Sec. 9. It shall be the duty of the Financial Secretary-Treasurer to collect all monies due the Local Union and pay all bills and accounts owed by the Local Union. He/she must deposit the funds of the Local Union in such banks as the Local Union shall determine. All interest accruing upon monies deposited by this Local Union must be placed to the credit of the Local Union. He/she shall pay all accounts by checks, except refunds of dues, the purchase of stamps and miscellaneous items for the office which may be paid out in cash and have vouchers for the same, the checks to be signed jointly by him/herself and the President and Business Agent or Vice-President or the Recording Secretary in accordance with Section 13 of the Constitution and General Laws. He/she must prepare a semi-annual report of the financial transactions and affairs of the Local Union and have an audit made by a chartered or certified public accountant which report must be available to the International Union within 90 days, in accordance with Section 35 of the International Constitution and General Laws. He/she must see that the Local Union is kept in good standing with the International Union and all central bodies with which the Local Union is affiliated. He/she shall have supervision of the financial affairs of the office. He/she must see that proper and correct entry of all dues, assessments and administrative fees received by the Local Union is made. He/she must see that a proper and correct entry is made of all newly initiated members reinstatements suspensions, withdrawals and deaths each month. He/she must see that a proper account is kept between the Local Union and its officers, committeemen and other members who perform work for the Local Union. He/she must see to the keeping

of an accurate account of all expenses incurred and paid by the Local Union each month. He/she shall be allowed to have \$5,000.00 in cash on hand for meeting payrolls and cashing checks. He/she have the privilege of attending the sessions of the Executive Board and shall have a voice and vote in that body. He/she shall be bonded according to section 34 of the International Union to comply with the new Labor Act. He/she shall be reimbursed for any and all expenses incurred while performing duties for the Local Union. He/she shall be entitled to thirty (30) days leave of absence each year with pay at whatever time he/she may elect. He/she must deliver to the Local Union at the expiration of this term of office all properties entrusted to his/her care.

(a) In the absence of the Financial Secretary-Treasurer or his/her inability to act, the President and Business Agent shall appoint a qualified member to perform his/her duties, subject to the approval of the Executive Board.

Sec. 10. The Financial Secretary-Treasurer will submit all bills including arbitration and lawyers' fees for the approval of the Executive Board and Mass Meeting of this Local Union.

#### **DUTIES OF THE WARDEN**

Sec. 11. It shall be the duty of the Warden to take charge of all regular and special meetings of the Local Union and to see that no one enters a meeting but members in good standing without permission from the chair. He/she shall keep order in the meetings and carry out the instructions of the chair, and should he/she need assistance the chair shall appoint such members as is necessary to aid him/her in preserving order and carrying out the rules of the Local Union.

#### **DUTIES OF THE EXECUTIVE BOARD**

Sec. 12. The regular meetings of the Executive Board will be held on a date, at a time and place designated by the officers of the Local Union. It will pass upon all bills presented to the Local Union for payment. It will supervise and direct the management of the Local Union in conformity

with the laws of the Local Union and International Union. It will constitute the Grievance Committee, or it may select a sub-committee to so act. It will investigate all grievances and disputes that may arise between members of the Local Union and the Company and report its findings in writing at the next regular meeting of the Local Union. A committee of the Executive Board will be selected to hear all cases refused by the Company, and to recommend further action or dropping of said cases.

- (a) Any member of the Executive Board absenting him/herself from the Board meeting before adjournment, unless excused by the President, will forfeit his/her day's pay for the same.
- (b) Executive Board members will receive applications for membership at their work locations and all other matters pertaining to their office from the Financial Secretary-Treasurer.
- (c) When an Executive Board member obligates an applicant he/she will report the same to the Financial Secretary-Treasurer, and he/she will deliver to the newly-obligated member a copy of the constitution and by-laws.

Sec. 13. The officers and Executive Board of the Local Union will direct and handle the affairs of the Local Union, subject to the laws and rules of this International Union and in conformity with the instructions of the Local Union. No officer, Executive Board member of this Local Union will act as a dues collector or financial collector for any other organization.

#### **DUTIES OF THE MEMBERS**

Sec. 14. It shall be the duty of each member of this Local Union to assist the officers in the discharge of their duties by strictly adhering to his/her obligation and by obeying the constitution and by-laws of the organizing in compliance with Section 21 of the Constitution and General Laws.

- (a) No member shall be allowed to injure the interests of a fellow member by undermining him/her in place,

Wages, or in falsely reporting him/her to the officials of employing company, or in any other willful act by which the reputation or employment of any member may be injured.

(b) All members shall carry current local union membership card and employing company I.D. card.

#### **PENALTIES OF MEMBERS**

Sec. 15. All business of this Local Union must be kept strictly private from persons outside of the Local Union unless publication is authorized by this Local Union with proper authorization from the Local Union Officers. All members are prohibited from selling or misusing properties of the local union, or giving such to persons not entitled to the same, shall, if found guilty, be subject to any penalty the Local Union may deem necessary in the case.

- (a) It shall be unlawful for any member or members of this Local Union to promote dances, balls, parties, picnics or raffles in the name of this Local Union, or to induce the public to believe they represent Local Union No. 241 of the Amalgamated Transit Union, or any portion thereof, or in any way whatsoever. Any member or members found guilty of violation of any portion of any portion of the above shall be fined, suspended or expelled.
- (b) In the event that following the admission of a candidate for membership into this Local Union it has been discovered that his/her past reputation as a worker has been such that he/she has assailed, violated or debauched the fundamental principles of the trade union movement, or that his/her conduct as a member of this Local Union has been hostile towards this Local Union or its officers, to the extent of slandering, abusing or scandalizing either this Local Union or its officers, such member, if found guilty, shall not be entitled to hold any office or trust in this Local Union, and may be fined, suspended or expelled.
- (c) Any member of any committee neglecting or refusing to perform the duties of such committee shall be subject

to such penalty as the Local Union may determine for such offense.

- (d) All members other than the proper officers of this Local Union are forbidden to constitute committees to adjust grievances or to do business of any kind affecting the Local Union unless authorized by the Local Union.
- (e) All elected officers shall attend all meetings of this Local Union. Failure to do so, without a valid reason, shall be sufficient cause for action to be taken by the officers and Executive Board.
- (f) Any member entering a meeting of this Local Union in an intoxicated condition, or unnecessarily interrupting or retarding the business of the meeting, or acting disrespectfully to any officer or member of this Local Union, shall, at the discretion of the Local Union, be subject to ejection from the meeting and not permitted to return during that session.
- (g) Any member or candidate for any office of this Local Union who shall pay or offer to pay, or give any gratuity for the purpose of securing office, shall be deemed guilty of bribery and shall not be eligible for any office of the Local Union for a period of one year. The vote cast for him/her shall be declared illegal, and the briber and bribe-taker may be fined, suspended or expelled.
- (h) Any and all internal differences that may arise in this Local Union shall be settled in accordance with the constitution and by-laws of this Local Union and the Amalgamated Transit Union, and within the confines of the same. Any member of this Local Union found guilty after charges and hearing in accordance with Section 22 of the International Constitution and General Laws of taking said Internal differences outside of the jurisdiction of this Local Union and the Amalgamated Transit Union, without first exhausting all means as covered by the constitution and by-laws of this Local Union and the Amalgamated Transit Union, shall be expelled from this Local Union. The provisions of this paragraph shall be subject

to the provisions of Section 101 (a) (4) of the Labor-Management Reporting and Disclosure Act.

- (i) When any member is charged with a violation of any of the provisions of this Section, he/she shall not be fined, suspended or expelled, or otherwise disciplined except after charges and hearing in accordance with provisions of Section 22 of the International Constitution and General Laws.

#### **ADMINISTRATIVE FEES, DUES, AND ASSESSMENTS**

Sec. 16. The administrative fees of this Local Union shall be Seventy-Five Dollars (\$75.00). The monthly dues shall be equal to the sum of a Chicago Transit Authority top bus operator's pay for two (2) hours. Future adjustments shall be made November 30, 1974 and each November 30<sup>th</sup> thereafter for active members. The monthly dues for retired members will be Four Dollars (\$4.00) per month. Any person employed in a capacity for which the Local Union is the bargaining agency who fails to present himself for initiation within thirty (30) days after employment shall pay an administrative fee of Eighty-Five (\$85.00) and the current month's dues and assessments.

- (a) Special assessments can be levied by taking the same course as an amendment to the by-laws, which is as follows: After having been read at a meeting of the Local Union, notices will be posted at all stations, garages or work location, stating what the assessment is for, the amount, its sponsors, and that action will be taken on the same at the next meeting. After having been read at the next meeting of the Local union, a secret ballot vote will be taken on same. A majority vote of members voting will be required for adoption. Action on special assessments may be taken at any two consecutive meetings, regular or special.
- (b) Inactive and retired members may appear in person or mail to Local Union Office for monthly cards.

### **LOCAL GRIEVANCES**

Sec. 17. A member desiring to lay a grievance before this Local Union shall do so in writing ten (10) days after the occurrence of such grievance or forfeit his/her case. Said member must be in good standing. Members of the Executive Board shall be supplied with grievance blanks, which they shall furnish to members on request. A member desiring to present a grievance shall fill out the blank and either through the Executive Board Member, or by going to the headquarters himself, present it to the Recording Secretary or officer in charge at the headquarters of the Local Union. It shall be the duty of the office looking after the grievance to investigate and report on same. No member can claim the right to present grievances in any other manner.

- (a) The present union-Management Committee be increased by three (3) new members to form a sub-committee consisting of the rank and file. All grievances that justify submission to the Union-Management Sub-Committee will require a comprehensive investigation of all facts and pertinent data relating to allegations in the grievance. Their examination and evaluation of the case will be submitted in writing to the Executive Board at least three (3) days before each Executive Board meeting. Said grievant will be required to appear.
- (b) It is the duty of the Recording-Secretary or officer in charge at union headquarters to inform each member in writing of the status of his/her grievance. On the first day of the month a letter shall be sent to all members whose grievances are still pending final action. This letter shall inform the member that his/her grievance is still pending and what further action is planned. Upon final disposition of a member's grievances, a letter shall be sent to the member.

### **TRIALS AND APPEALS**

Sec. 18. All trials and appeals shall be conducted in conformity with Section 22 of the Constitution and General Laws of the Amalgamated Transit Union.

### **LOCAL FUNERAL BENEFITS**

Sec. 19. A member to receive benefits as established by this Local Union must have all dues and assessments, levied in compliance with the laws of the Local Union and the Amalgamated Transit Union, paid on or before the fifteenth (15<sup>th</sup>) day of each month. A member in arrears after the fifteenth (15<sup>th</sup>) day of current month is not in good standing and is not entitled to any benefits from this organization.

- (a) Payment of funeral benefits shall be made in accordance with Section 26 of the constitution and b-laws of the Amalgamated Transit Union.
- (b) The amounts of the funeral benefit paid by this Local Union are as follows:

For a member in good standing in the Local Union less than two years, One Hundred Fifty Dollars (\$150.00). For a member in good standing in the Local Union two years or more, Four Hundred (\$400.00). In addition to this, at the death of a member a floral piece shall be sent to the bereaved family or relatives, the cost not to exceed Fifty Dollars (\$50.00). No money shall be given in lieu of floral piece. The Executive Board Member at the Station, Garage or work location where the deceased was employed will contact the family or relatives of deceased and ascertain the time of death, the time and place of funeral and forward the particulars to the Financial Secretary-Treasurer as soon as possible.

### **RETIREMENT AND DISABILITY ALLOWANCE PLAN**

#### **For Officers and Employees of the Local Union 241**

Sec. 20. (1) a trust fund shall be established to be known as the Retirement and Disability Fund of Local Union 241, to protect the officers and full-time employees of the Local Union in the event of retirement age and disability. The assets of the trust fund shall be used exclusively for the payment of retirement age and disability benefits to the officers and employees of the Local Union entitled thereto (including refund of contributions where

applicable) and for paying the expenses of administering the Plan. The Committee provided for under (4) below shall select a bank or trust company to serve as trustee and shall execute all documents necessary for the establishment and administration of the trust fund.

(2) All officers and full-time employees of the Local Union who on January 1, 1958, or subsequent thereto, are in the service of the Local Union, shall come under the Plan as participants, make the required contributions, and receive the benefits of the Plan as stated below. Each participant who is in the service of the Local Union as an officer or full-time employee on January 1, 1958, shall receive credit for the entire period of service as an officer or employee of the Local Union, whether consecutive or not,, subject to the provision as to refunds of contributions, Section 5(A)(c) below. No former officer or employee of the Local Union shall e covered by the Plan or entitled to credit for service prior to January 1, 1958, unless he/she shall also render service after such date.

(3) All participants shall contribute to the trust fund 4.1 per cent of their compensation received from the Local Union from and after January 1, 1977. Local Union 241 shall make an initial contribution to the trust fund of \$150.00. it shall make such periodic contributions as are required to fund the future service benefits currently and to amortize the past service liability within 20 years. The periodic contribution to be made by the Local Union shall be determined by the Committee provided for under (4) below (Extend funding date from October 1974).

(4) A Committee consisting of the President-Business Agent, Recording Secretary, Financial Secretary-Treasurer, and the First and Second Vice-President shall administer this Plan. All decisions of the Committee shall be by majority vote. All members of the Committee shall serve without compensation. The Committee shall have the power to determine, in accordance with the provisions of the Plan, the eligibility of a participant for benefits. All rulings and decisions of the Committee shall be final. The

committee may use the services of legal and other experts. All expenses of the Committee shall be certified to and paid out of the trust fund as expenses of administering the Plan. The Committee shall have the power to make and enforce such rules and regulations consistent with the provisions of the By-Laws of the Local Union as in its opinion may be necessary or desirable for the carrying out of its duties and the efficient administration of the Plan.

(5) (A) **RETIREMENT ALLOWANCE**

- (a) " A participant with 5 or more years of service shall be entitled to an annual retirement allowance payable monthly for life consisting of 3 percent of his/her average annual earnings received from the Local Union during the last 5 years prior to retirement, multiplied by the years of service not exceeding 20 in the event of retirement date. Normal retirement date is age 60 for male participants and age 60 for female."
- (b) Participants with 5 or more years of service may retire voluntarily after they have reached the age of 55 and shall receive their retirement allowance computed as under (a) reduced by 5 percent for each full year below normal retirement date.
- (c) Participants who cease to be officers of the Local Union or are separated from the service of the Local Union are entitled to a refund of their contributions with interest. In the event of death, refund of contributions with interest is to be made to the person designated by the participant or to his/her estate. If a participant, at the time when he/she may elect to leave the contributions in the trust fund (instead of taking a refund of his/her contributions with interest). In the event, the participant shall be entitled to receive the normal retirement allowance payable at normal retirement date, both based on years of service prior to the date of leaving the service of the Local Union. If a participant who ceases to be an officer or is separated

From the service of the Local union as an employee has received a refund of his/her contribution, he/she shall, upon being re-elected as an officer or employed as an employee of the Local Union, pay into the trust fund the contributions refunded to him/her with interest under such rules as to time of payment as the Committee may determine.

- (d) The Pension committee has the authority with the approval of the Executive Board to amend or change the Pension Agreement as long as it does not increase the contributions from the Local Union.

**(5) (B) DISABILITY RETIREMENT ALLOWANCE**

- (a) Participants shall be eligible to a disability allowance in case of disability due to an occupational accident regardless of length of service and in case of disability for other reasons after 5 years of service.
- (b) The disability allowance in case of occupational disability shall be 3.0 percent of his/her average annual earnings received from the Local Union during the last five years prior to disability retirement multiplied by years of service not exceeding 20, with a minimum of 25 percent of earnings. The allowance in case of non-occupational disability shall be 25 percent of earnings. Participants entitled at the time of disability to a normal or early retirement age allowance in excess of the disability allowance shall receive such larger allowance.
- (c) The Committee may deny or reduce the disability allowance if the disability is the result of injury or disease sustained while serving in the armed forces. The Committee may order the discontinuance of the disability allowance of an employee of the Local Union who has not as yet reached normal retirement age if it finds that such employee is no longer disabled, provided that the Committee returns such employee to his/her former or an equivalent position with the Local Union.

(5) (C.) **MINIMUM ALLOWANCE**

(a) The allowance provided for under this Plan shall be in addition to Social Security benefits and income from another source that the participant is entitled to receive.

(b) The normal retirement age and disability allowances provided for under this Plan shall in no event be less than \$50 per month.

(5) (D) **ADJUSTMENT OF BENEFITS AND REQUIREMENTS**

(a) All allowances paid to retired participants shall be adjusted currently so that the proportion that the allowance bears to the salary of the office or classification from which the participant retired shall, at the time of payment, be the same as at the date of retirement, provided, however, that the allowance is not to be reduced below the amount awarded at the time of retirement.

(b) Contributions to this fund shall be deducted from the pay check of the participant.

(c) It is understood that all officers participating in the Plan must retain membership in the Amalgamated Union and continue to be bound by the obligations arising out of such membership. Any officer or retired officer who has been expelled from the Local Union for conduct detrimental to the Local Union shall not be entitled to any benefits under this Plan, except the return of his/her own contributions with interest, less any benefits received, any other provision of this Plan to the contrary notwithstanding; provided, however, that such officer shall not suffer any loss of benefits under the Plan until and unless his/her expulsion has been confirmed by the International President and General Executive Board of the Amalgamated Union.

**MEMBERS IN ARREARS**

Sec. 21. All members of this Local union shall be required to pay the regular monthly dues and assessments as established by this Local Union. A member allowing

himself to become suspended while in the service of the employing company and accepting the benefits secured to the members of this Local Union, as established by this Local Union, shall be required to reinstate himself by applying to the Financial Secretary-Treasurer and paying all back dues, fines and assessments, as defined in Section 21 of the constitution and General Laws of the Amalgamated Transit Union.

- (a) All dues, fines and assessments are due and payable on the first day of each month for that month. They must be paid by the fifteenth (15<sup>th</sup>) of the month in order to continue the member in good standing. The member on paying his/her dues shall receive from the Financial Secretary-Treasurer a receipt, which is evidence of his/her standing in the Local Union. A member in arrears for dues, fines and assessments after the fifteenth (15<sup>th</sup>) day of the month is not in good standing and is not entitled to death benefits, in accordance with Section 21 of Constitution and General Laws.
- (b) An active member who has suspended him/herself for the nonpayment of dues, fines and assessments, and has paid all arrearages within twelve (12) months after he/she became in arrears, shall be entitled to all benefits prescribed by this Local Union, in compliance with Section 21 of the Constitution and General Laws of the Amalgamated Transit Union.
- (c) Members retiring from street and electric railway and bus service and desiring to retain their membership under Section 21 of the Constitution and General Laws of the Amalgamated Transit Union shall have a voice but no vote in the policies of this Local Union, and they shall not participate in wage contracts or any and all matters affecting this Local. However, they will be allowed to vote in elections for Officers elected by and from the entire membership of the Local Union. Retirees may perform ministerial electoral functions, such as acting as tellers, ballot clerks, and election observers. They will be entitled to death benefits, where death occurs from natural causes,

But will not be entitled to death benefit if death occurs from accidents in other lines of employment other than that of street and electric and bus work.

- (d) Any member engaging in or taking up employment in any other business except for the Amalgamated Transit Union, and who is holding office in this Local Union, shall immediately hand in his/her resignation form such office. Should any member fail to comply with the above, the President shall declare the office vacant and appoint his/her successor in accordance with Section 28 of the Local By-Laws.

#### **RETENTION OF MEMBERSHIP**

Sec. 22. Where a member of this Union takes employment as a city fireman (voluntary firemen, plant guards employed in the transit industry, and part-time civilian defense workers excepted), policemen or peace officer, which includes constables, sheriffs, and deputy sheriffs or private policing agencies, or enters military service, army, navy, marines or permanent state police or constabulary, such member upon accepting any of these positions or entering these services may continue his/her membership in this Union but shall not be entitled to any death or disability benefits if death or disability occurs while engaged in the performance of the duties of such occupations or services. It is the duty of the Local Union to see to it that such members are advised that their death and disability benefits have been thus limited and to immediately inform the International Secretary-Treasurer to that effect.

#### **DONATIONS AND COLLECTIONS**

Sec. 23. There shall be no donations by this Local Union except to affiliated organizations on strike, without first being referred to the Executive Board for consideration, and then red to the mass meeting. A majority vote of members voting will be needed for passage.

- (a) No collections, subscriptions or soliciting shall be allowed inside the meeting hall without the consent and approval of the Local Union Officers.

### **COMMITTEES**

Sec. 24. All committees appointed by the President shall make their reports in writing to the Officers and Executive Board, and they shall furnish copies of their reports to the Recording Secretary.

- (a) Members of this Local Union will not be allowed to constitute themselves as committees. They must receive authority from the Local Union or its officers.

### **CENTAL BODIES**

Sec. 25. Delegates shall be sent to the various central bodies with which the Local Union is affiliated to the International Convention of the Amalgamated Transit Union, to state central bodies and such organization as meet annually with which the Local Union is affiliated.

- (a) The President, First and Second Vice-President, Recording Secretary and financial Secretary-Treasurer shall, by virtue of their office, be delegates to the International Convention of the Amalgamated Transit Union. The Executive Board members, by virtue of their office, shall constitute the remaining delegates to the convention of the Amalgamated Transit Union, and should it appear at any time that this Local Union would not e entitled to as many delegates as there are Executive Board members, the selection of delegates will be made in accordance with Section 6 of the Constitution and General Laws of the Amalgamated Transit Union. They shall act as delegates to all meetings of the Chicago Federation of Labor, and when it is considered necessary to send a full delegation to a meeting of that body it shall consist of the members of the Executive Board and such other members selected by the Executive Board as will be required to constitute the full delegation.

There shall not be more than eight (8) delegates sent to the convention of the Illinois State Federation of Labor and Congress of Industrial Organizations. The President and Business Agent, Recording Secretary, Financial Secretary-Treasurer and the Election Commissioners by

virtue of their office, shall elect the delegates. Any additional delegates needed shall be elected by the members. All delegates attending conventions or meeting of central bodies shall make either a written or oral report of the proceedings to a meeting of the Local Union.

### **SALARIES**

Sec. 26. The President and Business Agent shall for the faithful performance of his/her duty receive the sum of Fifty-Five Thousand Dollars (\$55,000.00) per year.

- (a) The First and Second Vice-Presidents shall for the faithful performance of their duty receive the sum of Forty-Six Thousand Dollars (\$46,000.00) per year.
- (b) The Recording secretary shall for the faithful performance of his/her duty receive the sum of Fifty-One Thousand Dollars (\$51,000.00) per year.
- (c) The Financial Secretary-Treasurer shall for the faithful performance of his/her duty receive the sum of Fifty-Two Thousand Dollars (\$52,000.00) per year.
- (d) The Warden shall for the faithful performance of his/her duty receive the same sum as board member per meeting.
- (e) Executive Board Members shall for the faithful performance of their duties receive One-Hundred Thirty-Six Dollars (\$136.00) per day for working for the Local Union. They shall receive all increases won through collective bargaining. To compensate them for extra duties performed they shall receive two (2) extra days per month. They each shall receive Seventy-Five Dollars (75.00) per month for miscellaneous expenses.
- (f) All other members doing work for the Local Union, which requires their absence from duty, shall be compensated at their hourly rate of pay but no less than the C.T.A.'s top operator pay per day.
- (g) Delegates to the International Convention of the Amalgamated Transit Union shall be compensated for all

time lost. They shall receive Forty-Two Dollars (\$42.00) per day for food and their accommodations shall be paid in full in addition to bus, plane, railway, Pullman or automobile mileage.

- (h) Delegates to the Illinois State Federation of Labor Convention shall receive at their hourly rate of pay ut no less than C.T.A.'s top operator. They shall be compensated for all lost time. They shall receive Forty-Two (\$42.00) per day for food and their accommodations shall be paid in full in addition to bus, plane, railway, Pullman or automobile mileage.
- (i) The five (5) top officers shall receive all wage increases won through collective bargaining agreements.
- (j) Officers entitled to four (4) or more weeks vacation shall have the right to elect to receive pay and not take the time off for a portion or all vacations in excess of three (3) weeks.

#### **BUSINESS OFFICE HOURS**

Sec. 27. The business office of the Local Union shall be open all weekdays, Monday through Friday, from 8:30 o'clock a.m. to 4:00 o'clock p.m. It will be closed Saturdays, Sundays, and all Holidays.

- (a) The Secretaries and full time office employees of Local Union 241, in arranging for their vacations, shall make provisions so that only one of the Secretaries shall be absent from the office at any one time.

#### **NOMINATIONS AND ELELECTIONS**

Sec. 28. The nominations for officers and Executive Board Member shall take place at two meetings, beginning May 1969 and every three (3) years thereafter, on the first Monday of the Month. A morning meeting at 10 a.m., and the regular evening meeting at 8 p.m., and notices shall be posted at each station, garage, or work location at least five (5) days before such meetings. A combined notice of nominations and elections setting forth the date of the holding and such nominations and elections shall

Be mailed to each member at his/her last known address at least five days prior to the holding of the nomination meeting.

- (a) The regular election of Local Union officers and Executive Board Members shall be held on the Fourth Tuesday in May every three years. Voting shall be by secret ballot and no write-in candidates shall be counted.
- (b) The election of officers and Executive Board members shall be held at places designated by the officers of the Local Union. The polls shall be open from 7 o'clock a.m. until 8 p.m.
- (c) The nominations of candidates for election commissioners shall take place every third year in February preceding the general elections. All candidates nominated for those offices shall file their acceptance within forty-eight (48) hours after nomination (qualifications for these office must comply with the provisions of Section 3). Acceptance must be presented in writing to the Recording Secretary. The names of candidates who have qualified shall be placed in alphabetical order on the ballots. A sample ballot shall be posted in each station, garage or work location. Notices of nominations and elections shall be posted in each station, garage or work location five (5) days prior to nominations and elections.
- (d) The election of Election commissioners shall take place every third year in the month of March preceding the general election. The Executive Board shall have full charge of the election and shall furnish ballot boxes and election booths. The Officers and Executive Board shall appoint the judges and clerks of election. Voting shall be secret ballot and no write-in candidates shall be counted. After all votes are cast, the judges and clerks shall count the same. The President and Business Agent shall announce the results.
- (e) The Election Commission shall supervise all elections held by the Local Union, except the election of the Election Commissioners.

- (f) All candidates nominated for the offices of President and Business Agent, First Vice President, Second Vice-President, Recording and Corresponding Secretary, Financial Secretary-Treasurer, and Executive Board members shall file their acceptance in writing with the Recording Secretary within forty-eight (48) after nominations, otherwise their names shall not be placed on the ballots. Acceptance must be presented in writing on standard letter size paper, measuring 8 ½" X 11". Candidates may send acceptance by Registered Mail or present it to the Recording Secretary in person, who shall give him/her a receipt for same, stating time and date witnessed by two (2) members.
- (g) The names of all candidates who have qualified will be placed on the ballots in alphabetical order. Candidates for the Executive Board will be placed on the ballots in alphabetical order under the station to which they belong, and the stations shall be placed on the ballots in alphabetical order which shall be as follows: Archer, Central Repair, Forest Glen, General office, Kedzie, Lawndale, Limits, North Park, Repair Department North, Repair Department South, Seventy-Seventh, Sixty-Ninth, 103<sup>rd</sup>, Station Clerks, Supervisor and Instructors, Pace Heritage and Pace West.
- (h) To be eligible to nominate a candidate for the Executive Board the member making the nomination must be employed at the same station, garage or work location as the candidate proposes, and he/she must satisfy the chairperson that he/she is so employed. Supervisors and Instructors shall nominate for office and vote from garage or work locations where his/her District Office is located.
- (i) No member shall nominate more than one candidate for any one office. A member nominating a candidate must write on a (8 ½ " X 11") paper his/her own name, the station, garage or work location he/she is employed at, or assigned to, the name of the candidate so nominated and the office he/she is nominated for, and hand the same to the secretary of the meeting.

- (j) Nominations of candidates for Executive Board Member shall be made in alphabetical order by stations, garages and work locations.
- (k) The officers shall arrange for the printing of ballots and secure ballot boxes and polling booths. They shall prepare poll lists for each station, garage or work location, with the names of all eligible voters thereon, and they shall deliver the allots and poll lists to the Election commissioners at least three (3) days prior to the election voting machines may be used if available.
- (l) The ballots, ballot-boxes and poll lists shall be placed in the hands of the judges of election on the day of election.
- (m) The names of eligible candidates and the office for which they are nominated shall be mailed to each member at his/her last known address at least five (5) days prior to Election Day.
- (n) After the polls close, the election commission shall take charge of the ballot boxes, ballots, poll lists and tally sheets and shall instruct the judges and clerks of election to proceed to a place designated by the officers. The judges and clerks shall proceed to count the ballots. The ballots, tally sheets and poll lists shall then be placed in the ballot boxes, which shall be sealed with the signature of the judges and clerks and then turned over to the election commissioners, and ballots shall be preserved for one (1) year.
- (o) The count of the judges and clerks shall be final, unless some candidate or candidates ask for a recount. A petition for a recount must be made in writing to the election commission within five (5) days after the results of the count of the judges and clerks are announced. Accompanying a petition for a recount must be a statement of reason why a recount should take place. The election commissioner shall decide if a recount shall be granted. If a recount is granted by the election commission, such commission shall proceed to recount as soon as possible

if the election commission refuses to grant a recount the applicant for such recount may take an appeal to the next regular meeting of the Local Union and a majority vote of those voting at the meeting shall decide.

- (p) All judges and clerks of elections shall be chosen by the election commission unless otherwise provided for.
- (q) All officers of the Local Union shall be elected for three years, in case of death or other reasons a vacancy exists, the President is empowered to make appointment to fill such vacancy subject to the approval of the Executive Board. No appointment can be made for more than one (1) year remains of the term, the President must call for an election to fill the vacancy. The president shall have the power to accept resignations from the Executive Board members. The President and Business Agent shall appoint members to represent groups in the various departments and offices where, in his/her judgment, he/she deems representation necessary for the best interest of the organization. Subject to the Approval of the Executive Board.
- (r) Any question may be placed on the ballot and submitted to a referendum vote of the Local Union at any regular election when a majority vote of the members voting in mass meeting vote in favor of such action of two consecutive meetings prior to an election; provided however, that this provision shall not apply to a referendum vote on a contract.
- (s) Whenever, in the opinion of the officers of this Local Union and any contract committee appointed by this Local Union to negotiate a new contract with the employing company with references towages, hours of labor or any working conditions, further negotiations between said officers and such committee and the employing company would be unavailing and that they had exhausted all efforts to obtain a new contract, the said officers and committee shall, in their sole discretion, either submit the matter to arbitration between the Local Union and the

employing company or submit the proposition of the employing company, if any, to a referendum vote of the entire membership of the Local Union, at such time or times and place or places and upon such notice as said officers and committee shall determine. A majority vote of members voting at such referendum shall control.

- (t) If the employing company shall refuse arbitration when offered by the officers and such committee, then in their sole discretion, instead of submitting the proposition of the employing company, if any to a referendum as aforesaid, they may take a strike vote of the membership of the Local Union in such manner and at such time as said officers and committee shall determine and the vote of the majority of the members voting on such question shall control in accordance with Section 27 and Section 20 of the Constitution and General Laws.
- (u) All elections shall be conducted under the primary ballot system as set forth in Section 14 of the Constitution and General Laws.
- (v) Any candidate has the right to have an observer at the polls and at the counting of the ballots.
- (w) No electioneering or interference of any kind with voters will be permitted within one hundred (100) feet of the polls and no member will be permitted to mark another member's ballot, except the judges or clerks of election, who may do so when requested by the clerks of election, who may do so when requested by the voter. No member will be allowed to vote at any election unless he/she has a proper I.D. card. The judge of election shall have full charge of the ballots and ballot boxes. He/she shall hand to each qualified voter one ballot with the judge's initials on the back thereof. After the voter has marked his/her ballot he/she will hand it to the judge of election and he/she will see that the judge of election deposits it in the ballot box. The voter will not be allowed to deposit the ballot in the ballot box himself. Each clerk of election shall have a poll list and shall check the name of each voter who receives a ballot. No one but the judges and clerks of election shall have access to the poll lists.

The judges of election shall see that these laws are enforced.

- (x) Specimen ballots shall not be allowed to be marked and given out at elections.
- (y) The ballots shall be preserved for one (1) year after the final results are announced.
- (z) The office of Warden shall be by appointment of the President and Business Agent of this Local Union in accordance with the Constitution and General Laws.

#### **INSTALLATION OF OFFICERS**

Sec. 29. The majority elected officers of this Local Union shall be installed at the regular meeting in July every three years.

Sec. 30. In accordance with Section 34 of the Constitution and General Laws of the Amalgamated Transit Union, Officers, employees and Executive Board Members of the Local Union who handle funds shall be bonded for the amounts required under the Labor-Management Reporting and Disclosure Act of 1959. The cost of such bonding shall be paid by this Local Union.

(a) All bonds, mortgages or other securities owned by this Local Union shall be placed in a safety deposit box in a city of Chicago bank to be agreed upon by the officers. Said safety deposit box shall be under the supervision of the President and Business Agent, the Financial Secretary-Treasurer, the Recording Secretary and the Vice-President.

Any two of the above officers, when together shall have access or entry to said safety deposit box to transact business of this Local Union.

#### **SYSTEM SENIORITY**

Sec.31. A System pick of members in bus service shall be held in accordance with the agreement and understandings with the Chicago Transit Authority.

## **RULES OF ORDER**

Sec. 32. When the presiding officer takes the chair the officers and members shall take their respective seats and at the sound of the gavel there shall be general silence. The meeting shall then be considered organized.

(a) The time allowed any speaker to occupy the floor shall not exceed five minutes, without the unanimous consent of the meeting.

(b) Any member in a meeting of this Local Union who makes use of profane or unbecoming language or refuses to obey the orders of the chair, or uses disrespectful expressions towards the officers or members of this Local Union, shall be ejected from the place of meeting and not allowed to enter again at the session, and after charges and hearing may be further punished if deemed advisable by the Local Union.

(c) Nothing religious, or sectarian shall be allowed to be discussed at any of the meetings of the Local Union.

## **ORDER OF BUSINESS**

Section 33.

1. Call to order by the President
2. Roll call of officers
3. Reading of minutes of previous meeting
4. Communications
5. Reports of officers
6. Reports of delegates and standing and special commission
7. Unfinished business
8. New business and welfare of the Local Union
9. Nomination and elections
10. Installation of officers
11. Adjournment

### **TO ALTER OR AMEND LOCAL BY-LAWS**

Sec. 34. To alter, amend or rescind these by-laws, or to substitute new by-laws therefore, the proposed changes must be submitted in writing and read at two (2) consecutive meetings when a two-thirds vote of the members voting will be necessary to adopt. After posting the proposed by-laws, rules or amendments for adoption and failing to obtain a quorum at two 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, subject to the approval of the international President.

Any and all laws now in force conflicting with these by-laws are hereby repealed, subject to the approval of the International President.

All questions not covered by these by-laws shall be determined in accordance with Robert's Rules or Order.

Approved March 5, 1993  
International President James LaSala

LOCAL UNION 241  
THE AMALGAMATED TRANSIT UNION

AFFILIATED WITH  
A.F.L.-C.I.O., I.S.F.L.-C.I.O., C/F/L/ AND I.U.C.

REVISIONS AND AMENDMENTS WERE APPROVED AS  
OF OCTOBER 12, 1977 AND UPDATED  
AUGUST 24, 1978  
REGULAR MEETING OF MARCH 6, 1972  
REGULAR MEETING OF NOVEMBER 6, 1972  
REGULAR MEETING OF MAY 6, 1974  
REGULAR MEETING OF SEPTEMBER 9, 1974  
REGULAR MEETING OF MARCH 3, 1975  
REGULAR MEETING OF JULY 7, 1975  
REGULAR MEETING OF APRIL 5, 1976  
REGULAR MEETING OF MAY 3, 1976  
REGULAR MEETING OF JULY 12, 1976  
REGULAR MEETING OF AUGUST 2, 1976  
REGULAR MEETING OF SEPTEMBER 9, 1985  
REGULAR MEETING OF JULY 7, 1986  
EXECUTIVE BOARD MEETING OF DECEMBER 14, 1990  
REGULAR MEETING OF FEBRUARY 1, 1993

Approved May 11, 1972 and December 21, 1972 by  
International President J.M. Elliott

Approved May 16, 1974, September 16, 1974, April 2,  
1975, September 12, 1975, June 14, 1976, July 21, 1976,  
August 13, 1976, October 16, 1976 and November 14, 1980 by  
International President D.V. Maroney

Approved by International Union July 25, 1986  
International President James LaSala

Approved by International Union March 5, 1993  
International President James LaSala

## Executive Board

**Archer:**

WALTER McKINNEY  
CHESTER ROBERTSON

**Forest Glen:**

JOSE VARGAS  
LAWRENCE TURNER

**General Office:**

ABNER B. WILLIAMS  
THOMAS E. KATO

**Kedzie:**

CURTIS JACKSON JR.  
HOLLIS LEWIS JR.

**Lawndale:**

LEON LONDON

**Limits:**

HUGH B. McGHEE

**North Park:**

HOWARD MONROE  
DAVID A. WASHINGTON

**69<sup>th</sup> Street:**

ROBERT C. CLAY  
CHARLES JOHNSON

**77<sup>th</sup> Street:**

DANNY W. BISHOP  
BRUCE BRADLEY

**103<sup>rd</sup> Street:**

JOHN R. PORTER  
GERALD LOCKRIDGE

**Station Clerks:**

LETTIE L. ROBINSON

**Central Repair:**

ROBERT L. BAUGHN

**South Repair:**

MARCELLUS BARNES

**Supervisor-Instructors:**

JENIPHER FINGER

**Pace Heritage:**

JAMES R. BEW

**Pace West:**

DANIEL BENSON

**Election Commission:**

LEONARD LLOYD  
AGUSTIN MARTINEZ  
DIANE POWELL  
CLAUDETTE OGLETREE  
PAULINE FRY

Headquarters of Local Union 241

Suite 500  
228 SOUTH WABASH AVE.  
CHICAGO, ILLINOIS 60604  
TELEPHONE 312/341-1733



ORGANIZED SEPTEMBER 15, 1892