

# Bylaws of Local Number 56

## Brotherhood of Railroad Signalmen

### Article I

#### Name and Jurisdiction

Section 1. This subordinate Lodge shall be known as Ariel Lodge Number 56, Brotherhood of Railroad Signalmen.

Section 2. All business of the Local shall be transacted in accordance with these bylaws and the Constitution of the Brotherhood of Railroad Signalmen.

Section 3. The jurisdiction of this Local shall extend over the entire Long Island Railroad.

### Article II

#### Meetings

Section 1. The location dates and times of regular meetings will be announced at least 15 days prior to the meeting.

Section 2. Special meetings of the Local may be called as provided for in the Constitution, Article II, Section 62.

Section 3. All meetings of this Local shall be opened and closed by the Local President strictly in accordance with the Ritual, and the meeting conducted as far as practicable as outlined in article II, Section 63 of the Constitution.

Section 4. Any question arising in conducting meetings of this Local not herein provided for, shall be decided in accordance with the Constitution and the principles of parliamentary procedure as set forth in Robert's Rules of Order.

Section 5. The provisions of section 1 of this Article shall not be amended until a period of at least six months has elapsed since any prior amendments.

Article III

Nomination and Election of Local Lodge Officers, members of the General Grievance Committee, Delegates and Alternates to the convention

Section 1. The officers of this Local shall be known as the Local President, Local Vice President, Recording Secretary, Financial Secretary/General Secretary Treasurer and a Local Board of Trustees consisting of three members.

Section 2. The general Grievance Committee shall consist of Five (5) Local Chairmen and the Financial Secretary/General Secretary Treasurer. The General Grievance Committee shall elect the General Chairman and the Vice General Chairman.

Section 3. The Officers of the Local and General Grievance Committee shall be nominated and elected in accordance with Article II, Sections 12, 13, 16, 17, 18, 19, 20 and 21- Article III, Sections 1, 2 and 10 of the Constitution of the Brotherhood of Railroad Signalmen.

Section 4. In the event the Local president's office becomes vacant, it shall be filled by the Local Vice President in accordance with the Constitution of the Brotherhood of Railroad Signalmen, Article 2, section 14. In the event of a vacancy in any other Local Lodge officer's position, it shall be filled in accordance with Article II, Section 57, of the Constitution of the Brotherhood of Railroad Signalmen.

Section 5. If for any reason the office of Financial Secretary/General Secretary-Treasurer becomes vacant, the Chairman of the Board of Trustees shall immediately take charge of the records and other property of the Local until a successor can be appointed. Trustees shall as soon as possible audit the books. A successor shall be appointed as per article II section 57, of the Constitution of the Brotherhood of Railroad signalmen.

Section 6. In the event there is no representative from the Communications Department elected as a Local Lodge or General Grievance Committee officer, an information officer shall be appointed by the Local President from that department. The Information Officer will perform his duties as a Local Lodge officer. In the event a vacancy occurs in the Local or General Grievance Committees, except for the General Chairman, Vice General Chairman or the Financial Secretary/General Secretary-Treasurer, the Information Officer shall fill the term of the vacancy and the Information Officer's position shall remain vacant.

Article IV

Duties of Officers

Section 1. The duties of the officers in this Local shall be as set forth in Article II, Sections 22 through 56, inclusive of the Constitution of this Brotherhood, and Article III, Sections 1 through 9 applying to the Local Grievance Committee.

Article V

Salaries and Expenses

Section 1. All dues, Salaries and expenses of the Local Lodge and General Committee officers are to be paid from the Local Lodge funds. Salaries for the General Chairman, Financial Secretary/General Secretary-Treasurer, and Recording Secretary are to be set and approved by the Local President, Financial Secretary/General Secretary-Treasurer and the Local Board of Trustees.

Section 2. The General Chairman shall be paid by the Local for union business, at the highest prevailing Foreman's rate. All other General Committee officers Local Lodge officers and Delegates to the regular quadrennial Convention, shall be paid for actual straight time lost and expenses.

Section 3. Actual expenses will be allowed while performing work for the Local upon presentation of an itemized account to the Financial Secretary, when authorized by the Local Board of Trustees.

Section 4. When an automobile is used by a duly authorized or elected representative of the Local in the handling of Grievances or Local Lodge Business, an allowance at the prevailing carrier rate will be paid to cover the cost of operation and use of his automobile. No liability for the use of such automobile, except the paying of mileage, shall be assessed against or assumed by the local or any of its officers.

Article VI

Grievances

Section 1. Any violation of the working agreements shall constitute grounds for a grievance and must be handled in accordance with agreement rules.

Section 2. If the General Chairman is in doubt as to the validity of a grievance or claim, he will counsel with the other members of the Grievance Committees before handling or refusing to handle such grievance or claim. Where time limit rules are involved in the working agreements, proper action will be taken by the General Chairman to protect the claim or grievance while his doubt is being satisfied.

Section 3. When in the judgment of the General Chairman it is necessary, he shall require a member or members to submit the grievance in writing. Failure of such member or members to place their grievance in writing when so required by the General Chairman, will constitute reasonable grounds for the Chairman to refuse to handle such grievance.

Section 4. When the General Chairman or any member observes a violation of the working agreement, he will call it to the attention of the proper official of the carrier. If such official of the carrier does not correct the violation, then the General Chairman shall progress a claim in the prescribed manner.

Section 5. When a claim or grievance has been progressed to the management, no General Chairman shall settle the claim for less than that claimed unless he has consent from the General Grievance Committee or claimant.

Section 6. No General Chairman or member shall enter into any written or verbal understanding with any official of the Railroad with respect to the interpretation and application of the working agreement rules, except with the consent of the General Grievance Committee and Local Lodge officers.

Note: The words "Violation" and "Grievance" as used in this Article VI are not synonymous. A violation is an act by the carrier. A grievance is a member's claim or complaint that in his opinion, the carrier has violated the agreement.

Section 7. If in the opinion of the General Chairman and General Grievance Committee, a member has submitted a grievance that has no merit and they refuse to progress such grievance or claim, the member may, if he wishes, appeal to the Local at a regular meeting. Such appeal must be in writing. If the Local maintains the position of the General Grievance Committee, the member may then appeal to the President, Grand Executive Council and at Convention, in that order. All appeals must be in writing, in accordance with Article IV, Sections 17 through 23 inclusive of the Constitution of the Brotherhood of Railroad Signalmen.

Section 8. In the handling of grievances necessitating appeal or higher action, the General Chairman will be governed by the time limit rules of the agreement and the Bylaws of this Local.

Article VII

Funds, Dues and Assessments

Section 1. All funds of this Local shall be deposited in an insured bank which has been approved by the Board of Trustees. Local funds shall not be transferred from one bank to another without the approval of the Trustees.

Section 2. Dues shall be paid in advance quarterly, either by direct payment or through payroll deduction on a voluntary basis. Yearly cards are payable in advance of January 31<sup>st</sup> of each calendar year. The applicable quarterly dues rates are:

Helpers \$49.79	Asst. Signalman \$58.58	Mechanic's Class \$63.74
Asst. Foremen \$85.34		Foremen \$94.16

PLUS:

Grand Lodge Per Capita Tax Quarterly Rate: 4.8 hours times the national mechanic's hourly rate. Subsequent adjustment either up or down in the national mechanic's rate will automatically result in a corresponding adjustment in Grand Lodge per capita tax. On 3/1/95 the national mechanic's rate was \$15.59.

Section 2A. Any officer or his successor being compensated as per Article V, section 1 of these Bylaws shall be required to attend meetings as per Article II, Section 61 and ^2 of the Constitution of the Brotherhood of Railroad Signalmen. Failure to comply will enable the Financial Secretary to release the dues payable to our Local for noncompliance. The officers so affected are all the duly elected and appointed officers of this Local. Sickness, vacation, working or if excused by the Local President or the General Chairman prior to the meeting shall be the only reasons for exemption to the above requirement.

Section 3. A member whose quarterly dues has not been paid in advance, shall be considered delinquent. Action by the Financial Secretary will be taken as per Article I, Section 168 of the Constitution of this Brotherhood of Railroad Signalmen.

Section 4. A member is responsible for all dues remitted until he receives a receipt from the Financial Secretary or any other member who is authorized to receive dues.

Section 5. Assessments are payable on the date specified by Grand Lodge or this Local. If not paid by the time specified, such assessments shall be payable on demand, upon written notice from the Financial Secretary by certified mail. A member refusing to pay his assessment within ten (10) days following the demand notice from the Financial

Secretary, shall be deemed in violation of the Union Shop Agreement and these Bylaws and termination of service notice shall be ordered by the Lodge.

Section 6. Any and all costs incurred by the Local and/or the General Grievance Committee informed to inform delinquent members by certified return mail will be added to the amount of dues monies returnable to the Financial Secretary.

## Article VIII

### Withdraw and dues Exempt Cards

Section 1. A withdrawal card must be issued by the Financial Secretary to any member leaving the service of the railroad, unless advised otherwise by the member, providing he is in good standing at the time he leaves service.

Section 2. When a member has been out of active railroad service due to physical disability for one calendar month or more and is unable to render service, he may be granted a dues exempt card. Application for dues exempt card will be made upon the Secretary-Treasurer of Grand Lodge by the subordinate Lodge and must be approved by the Local President and the Financial Secretary of this Local Lodge.

Section 3. Members holding either a withdrawal card or dues exempt card, will deposit same with the Financial Secretary on their return to railroad service and commence paying dues in accordance with the provisions of the Constitution.

## Article IX

### Union Shop – Dues Check-off Agreement

Section 1. At regular meetings it shall be the duty of the Financial Secretary to read the names of all members not in good standing and the Recording Secretary shall record same.

Section 2. Form US-1 shall be served on all men commencing employment on the railroad, which informs them on conditions required of the Union Shop Agreement.

Section 3. Within one week after the end of the first month in each quarter, the Financial Secretary shall furnish the General Chairman a Form US-2 for any and all members who have failed to acquire or maintain their membership.

Section 4. When a Form US-2 has been served on the railroad for any member, the remittance of any money to the Financial Secretary by such member shall in no way preclude the General Chairman from proceeding with the hearing.

Section 5. The Lodge will in no way be held liable for any time lost or expenses incurred by any member who has been cited in violation of the Union Shop Agreement as per Article II, Sections 68-70 inclusive and Article I Section 168 of the Constitution of this Brotherhood of Railroad Signalmen.

## Article X

### Initiation

Section 1. New members shall be admitted in accordance with the Union Shop Agreement. The initiation fee shall be \$250.00.

## Article XI

### Vacations

Section 1. Any member or Officer who, due to time lost from his railroad position on account of Local Lodge business, fails to work the required number of calendar year thereby failing to qualify for a vacation the following year, will have his vacation paid for by the Local.

Section 2. However, he will not be paid any more vacation days than he is entitled to according to his years of service, and furthermore, he will not be paid for any day he receives compensation from the railroad company for answering calls while he is on vacation.

## Article XIII

### Flowers

Section 1. A suitable floral piece or appropriate offering of condolence shall be sent by the Lodge upon the death of a member, or death of a member's family that the carrier recognizes as qualifying for bereavement leave in the Controlling Agreement. A bible will be presented to the surviving widow or children of a deceased member of the Local. All costs are to be paid out of the Local Lodge funds with the approval of the Local Trustees.

## Article XIII

### Retirements

Section 1. After not more than one year of his retirement, each dues paying member shall be presented with an appropriate gift. The cost to be determined by the Local Board of Trustees.

## Article XIV

### Amendments

Section 1. Any proposed amendment to these bylaws except rate of dues, initiation fee, and Local assessments, shall be read at a regularly stated meeting and shall be held over until the next regularly stated meeting, or special meeting called for that purpose, before action to amend is taken. It shall require an affirmative vote by a majority of those members present to secure the passage of an amendment.

Section 2. Amendments to these bylaws which deal with rate of dues, initiation fee, or assessment by the Local, shall be by majority vote (secret ballot) of all members at a meeting after reasonable notice of not less than fifteen days has been given.