



BYLAWS

Amalgamated Transit Union
National Local 1700

OBLIGATION

In the presence of God and the members of this Union, do solemnly promise and pledge (without any reservation or evasion) to support the Constitution and General Laws of this Amalgamated Transit Union. I will keep myself in good standing by paying all dues, fines and assessments required. I will work to promote the best interests of this Union and encourage my fellow workers to become members of the same. I will not take the place of any member of this organization, or any other union worker who may be on strike or locked out. I will not reveal any of the private business to anyone not entitled to know the same. I will not engage in activity evidencing gross disloyalty nor in conduct otherwise unbecoming a member, and will not knowingly wrong a member or see one wronged if in my power to prevent it. I will not appeal to any legal authority in matters pertaining to this Union until I have exhausted all means of redress provided by its laws. I will be considerate of others in word and action and will never discriminate against a fellow worker on account of race, religion, creed, sex, sexual orientation, age disability, citizenship, or national origin. I also promise to promote the cause of trade union principles and defend freedom of thought, whether expressed by tongue or pen, with all the power at my command.

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

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

BY-LAWS FOR AMALGAMATED TRANSIT UNION NATIONAL LOCAL 1700

You and your fellow members are the Union and your active participation in Union affairs will strengthen it as an effective bargaining agent for your welfare insofar as it pertains to wages, hours and working conditions.

ABBREVIATIONS

1. ATU - Amalgamated Transit Union
2. LOCAL - National Local 1700.
3. BOARD - Local Union 1700 Executive Board.
4. IC - International Constitution and General Laws.
5. BYLAWS - Local 1700 Bylaws.
6. PRESIDENT - Local 1700 President/Business Agent.
7. EVP - Local 1700 Executive Vice President.
8. IFS - Local 1700 Financial Secretary/Treasurer & Recording Secretary.
9. VP/ABA : Local f~c---President/Assistnt Business Agent for each region.

As ammended and approved by the International 6-22-01

ARTICLE I. NAME

This organization shall be known as Amalgamated Transit Union National Local Union 1700. Its purpose is to represent all operators, telephone information center employees, those maintenance employees not otherwise represented by the International Association of Machinists and Aerospace Workers, and future organized workers employed by or affiliated with Greyhound Lines, Inc. and its subsidiary or successor companies (hereinafter referred to as the Company).

The Bylaws shall apply to all members within the jurisdiction of the Local as established by the International Union.

ARTICLE II. CHARTER CITY

The charter city of the Local shall be Chicago, Illinois or such other city designated by the President.

ARTICLE III. OBJECTS

Section 1. To provide a structural framework under which the business of the Local may be conducted.

Section 2. To act as the exclusive bargaining agent of Company employees in the negotiation of collective bargaining agreements and all other matters pertaining to their employment relationships.

Section 3. To encourage all members to attend Local meetings and otherwise take an active interest in the affairs of their union.

Section 4. To support and participate in programs of educations and political action to fully effectuate the purposes of this organization.

Section 5. To promote, encourage, support and participate in programs and activities for the purpose of advancing health, security, happiness and well-being of workers everywhere.

Section 6. To foster and promote the provisions and objectives of these Bylaws and the IC.

ARTICLE IV. OFFICERS

Section 1. The executive officers shall consist of a President/Business Agent, Executive Vice President, Financial Secretary (who shall also perform the functions of Recording Secretary and Treasurer) and six Vice President/Assistant Business agents representing the six regions as set forth in Article V, Section 4.

Section 2. If an office defined in Article IV (President, EVP, F-S, VP/ABA,) of these Bylaws becomes vacant more than one year prior to the scheduled expiration date of its respective term, notice of nomination and election will be given within 15 days of the vacancy. Such special election shall be conducted according to Article X of these Bylaws. A vacancy shall be defined as existing in the event of the death or resignation of an officer. All other vacancies will be filled by presidential appointment, subject to the approval of the Board.

ARTICLE V. DUTIES OF OFFICERS

Section 1. President/Business Agent. The President shall be the chief executive officer of the Local and shall have general supervision over all its affairs between the Board and membership meetings, including the supervision of the VP/ABAs. It shall be the duty of the President (or his or her designee) to preside over all meetings of the Local, to preserve order and enforce the IC and these Bylaws; and to see that all officers perform their respective duties and appoint all committees not otherwise provided for.

The President, by virtue of office, shall be the first delegate to the International Convention.

The President shall decide all questions of order, subject to an appeal to the Local, have the right to vote in secret ballot votes at the same time as other members who cast their ballots; and the right to vote to break a deadlock in the event of a standing or hand vote. The President shall announce the result of all votes; enforce all fines and penalties; have the power to call special meetings when requested by one-third or more members in writing.

The President shall sign all orders of the FS for such monies as may be expended for- the Local by these Bylaws or by vote of the Local to be ordered paid. The President or his or her designee approved by the Board, shall sign all checks and drafts.

The President shall make a full report of his or her work to the meetings of the Board and prepare a full report of his or her work to the regular meetings of the Local.

The President shall be a full-time officer of the Local and shall receive a monthly salary equal to 65 hours per week at the current rate of pay for his or her classification plus any necessary and approved expenses (excluding meal expenses), and benefits not less than those identified in the collective bargaining agreement between the Company and the Union.

The office of the President shall be in a city selected by the President with Board approval. No officer shall sign any lease agreement or contract for the President's office that binds the Local beyond the President's term of office. Any lease shall be subject to approval of the Board.

Section 2. Executive Vice President. The EVP shall perform the duties of the President in his or her absence, or, in the case of a vacancy in the office of President, he or she shall preside, and receive the compensation set forth above, until the Local elects a president to fill the vacancy. The EVP will not be a full time officer.

Section 3. Financial Secretary/Treasurer & Recording Secretary. The FS shall supervise the financial affairs of the Local; collect all monies due the Local, pay all bills and accounts owed by the Local, and deposit the funds of the Local in such accounts as the Local may determine in the name of the Local; and pay all accounts by check, checks to be signed by the FS and the President.

The FS, by virtue of office, shall be the second delegate to the International Convention.

The FS shall prepare a monthly report of the financial transactions and affairs of the Local and deliver the books to the certified public accountant of the Local for preparation of any audits.

The FS shall see that the Local is kept in good standing with the International Union and with all state and central bodies with which the Local may affiliate.

The FS shall be responsible for the correct entry of all dues, fees, and assessments received by the Local; and see that correct entry is made as to the membership or other status of all represented employees.

The FS shall provide each newly enrolled member a packet with the following items: copies of the Bylaws of the ATU and the Local, a copy of the working agreement and any and all memoranda of understanding as well as any other documents that alter the working agreement, a Local 1700 Union Pin. This packet shall be mailed to each new member within thirty days of receipt of his/her membership application.

The FS shall act as secretary of the Board and shall keep the minutes of the Board meetings. The FS shall perform such other duties as the office may require.

The FS shall be a full-time officer of the Local and shall receive a monthly salary equal to 60 hours per week at the current rate of pay for his or her classification plus any necessary and approved expenses (excluding meal expenses), and benefits not less than those identified in the collective bargaining agreement between the Company and the Union.

The FS shall arrange bonding in compliance with IC.

The office of the FS shall be in a city selected by the FS with Board approval. No officer shall sign any lease agreement or contract for the FS's office that binds the Local beyond the FS's term of office. Any lease shall be subject to approval of the Board.

Section 4. Vice President/Assistant Business Agents. Each VP/ABA shall be the representative of his or her region under the direction of the President. The subcharter city for each region shall be designated by the VP/ABA for that region.

Each VP/ABA, by virtue of office, shall be a delegate to the International Convention.

There will be six regions as follows:

Region 1: New York, Philadelphia, Washington, DC, Pittsburgh, Boston, Buffalo, Syracuse, Albany and Montreal and such other locations where represented employees may be based in Region 1.

Region 2: Atlanta, Tallahassee, Orlando, Nashville, Fayetteville, Richmond, Miami, Tampa, Birmingham, Knoxville, Charlotte, Jacksonville, and such other locations where represented employees may be based in Region 2.

Region 3: St. Louis, Chicago, Minneapolis, Cleveland, Detroit, Louisville, Des Moines, Cincinnati, Milwaukee, Indianapolis, and such other locations where represented employees may be based in Region 3.

Region 4: Dallas, Houston, Memphis, New Orleans, Baton Rouge, San Antonio, Jackson, MS; Kansas City, Tulsa, Wichita and Mobile, and such other locations where represented employees may be based in Region 4.

Region 5: Sacramento, San Francisco, Denver, Portland, Seattle, Salt Lake City, Boise, Billings, Omaha, Reno, and such other locations where represented employees may be based in Region 5.

Region 6: Los Angeles, Phoenix, Las Vegas, San Diego, El Paso, Albuquerque, Amarillo, Fresno, Flagstaff, Tucson, and such other locations where represented employees may be based in Region 6.

Within his or her region, the VP/ABA shall be responsible for the handling and processing of all grievances; appointing shop stewards in work locations as needed, subject to the approval of the board; and to handle other duties necessary to the representation of the employees throughout his or her region.

The VP/ABAs shall be full-time officers of the Local and shall receive a monthly salary equal to 60 hours per week at the current rate of pay for his or her classification plus any necessary and approved expenses (excluding meal expenses), and benefits not less than those identified in the collective bargaining agreement between the Company and the Local. All VP/ABAs will be required to maintain an office in their home and will be paid an office allowance of \$100.00 per month in addition to their salary.

Section 5: In the event a new collective bargaining agreement sets mileage rates as the top drivers pay rates, all officers pay shall remain at the same dollar amount until a new bylaw is put into effect.

ARTICLE VI. VACATIONS AND WORKER'S COMPENSATION

Section 1. Full time officers of the Local shall be granted vacations equal to vacation benefits provided by the current company agreement. Vacations should be used in the year earned. Vacations not used by the end of the officers term shall be forfeited.

Section 2. Workers' Compensation insurance shall be the exclusive remedy for an elected officer injured on the job.

ARTICLE VII. DUTIES OF THE EXECUTIVE BOARD

Section 1. The Board shall be the President, EVP, FS, and the six VP/ABAs. The Board shall supervise and direct the management of the Local. They shall be empowered to call special meetings of the Local to consider any matter or matters which, in the judgment of the Board, warrant the calling of a special meeting. After a grievance, difference, or dispute has been taken up through the grievance machinery of the contract with the employer; and the Local has been unable to reach a settlement, then the Board shall, in session or by poll, determine the question of arbitration. The decision of the Board shall be final and binding on the Local and the grievance, difference, or dispute shall be arbitrated, settled, or withdrawn, by the direction of the Board. The Board shall conduct negotiations and submit the results of negotiations on agreements or other matters to the entire membership for a referendum vote of the members to be conducted under conditions and at times and places determined by the Board.

In all matters requiring action by the board when not in session, the board may act by telegram, by letter or by conference telephone call, and such action taken by the Board shall constitute action by the Board as though the Board was in formal session.

All Local trustees to the Pension Board and Health & Welfare Trust shall be selected by the Board at the first Board meeting following the installation of officers. At least one trustee must be a full time national union officer if one of the officers is an active participant in the pension trust. All Union Trustees of the pension board must be participants of the pension plan and members in good standing of the Local. Any trustee may be removed by the Board at any time.

Section 2. Regular meetings of the Board shall be held quarterly. The date and location of these meetings shall be set by the President. Special meetings shall be called by the President when deemed necessary. The majority of the Board shall constitute a quorum to do business.

Section 3. The Board shall be the Laws Committee of the Local. The Laws Committee shall report to the membership its recommendations regarding all proposed Bylaw amendments, petitions, proposals and other matters of importance to the membership. The Laws Committee shall have the power to determine whether a matter is in violation of the working agreement and they shall be empowered to amend or declare same void.

The Laws Committee shall act on and not table Bylaw amendments unless there is good and sufficient reason to do so.

ARTICLE VIII. EXPENSES-PER DIEM

Section 1. All officers, shop stewards and other members required to stay away from home overnight in the performance of their duties will receive a per diem allowance of \$35.00 per night for each

night away.

Section 2. Shop Stewards and other members required to perform duties as directed by the VP/ABA with prior approval of the President shall be allowed an expense allowance of \$130.00 per day, with increases equal to any contractual raise, plus any per diem that applies to the assignment.

ARTICLE IX. MEETINGS

Section 1. The charter city meetings will be held on a monthly basis on the second Monday of each month. The subcharter city meetings in each respective region shall be held on a monthly basis during the third week of each month, the VP/ABA or his/her designee shall conduct such meetings. At all other locations in each region, when practical, meetings will be held bi-monthly. At such meetings, a full report of the work of all officers, committees and Board members shall be made.

Section 2. Any motion which affects the members of more than one region shall be initiated at a Charter City meeting. Such motion may be made orally at the meeting or by a written submission to the FS signed by at least two members in good standing. If the motion is in order and voted upon at the Charter City meeting, the FS shall arrange for the motion to be voted upon at the next meeting to be held at all other meeting locations. The vote on the motion at each meeting location, as well as the attendance, shall be recorded and reported to the FS who shall accumulate the votes at all locations to determine whether the motion was favored by a majority of the members voting and whether total attendance at all the meetings satisfied the quorum requirement of five percent of the total membership.

Attendance of five percent of the members at any location (determined by Company Location Code), is required to constitute a quorum for that meeting to conduct lawful business. Members must be in good standing in order to be considered towards the establishment of a quorum. At any location where the meeting is split into two sessions, voting and the establishment of a quorum shall be cumulative.

The President may call a special meeting of the Local when occasion demands or when requested, in writing, by one-third or more members. Notice of special meetings shall be posted at all meeting locations not less than five days before such meeting is to be held. No business other than that related to the stated purpose of the special meeting shall be enacted unless notice is also given that the meeting is to serve as a regular meeting.

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The business for which such meeting is called must be specifically stated and no other business shall be brought up before such meeting unless voted upon by two-thirds majority of the members present.

Section 3. The following shall be the regular order of business:

1. Call to order by President (or designee)
2. Conductor and Warden examine members present

3. Roll call of officers
4. Reading of minutes of previous meetings
5. Propositions for membership
6. Reports of committee on candidates
7. Communications and bills
8. Reports of officers and committees
9. Reports of delegates and standing and special committees
10. Unfinished business
11. New business and welfare of the Local
12. Nomination of officers
13. Installation of officers
14. Receipts and expenditures
15. Adjournment

Section 4. The meetings shall be conducted in accordance with Robert's Rules of Order.

ARTICLE X. NOMINATIONS AND ELECTION OF OFFICERS

Section 1. All terms of office shall be for three years beginning on January 1st of the election year.

Section 2. Immediately preceding the nominations in the regular election cycle, the President shall appoint six members in good standing to serve as the Election Committee. One of the six members will be designated as chairman by the President. The committee shall conduct the election in accordance with the provisions of the IC.

Section 3. Nominations for officers shall take place at the September charter meeting. Nominations will also be accepted by mail. At the nominations meeting or in nominations by mail, any member in good standing may place in nomination the name of any member who is qualified to run for said office. Nominations by mail shall be sent by certified mail, to be received by the FS no later than the normal close of business hours 3 calendar days prior to the day of the nomination meeting. A member in good standing may self-nominate if so desired. A member may nominate only one candidate for each position.

Section 4. The notice of the nominations and the full election schedule shall be mailed to each Local union member at the member's last known address at least three weeks prior to the September charter meeting. Nominations for the offices of President, EVP, FS and VP/ABA must be received at the September charter meeting or by certified mail from any Local member in good standing. For the office of VP/ABA, the nominee and the nominator must have a permanent work location in that region and be members in good standing.

Section 5. After the close of nominations, the Election Committee shall determine the eligibility of those nominated for office. Written notice of all nominees' willingness to serve if elected shall be in the FS's office by the last Monday in September after the candidate has been notified of nomination by certified mail or telegram. The FS shall provide the appropriate part(s) of the Local's voting members mailing list (complete mailing address) to any candidate for elective office who request the same. All eligible candidates for each office shall appear on the ballots in alphabetical order. A ballot for the offices of President, EVP, and F-S shall be mailed to all members in good standing. A separate ballot shall be prepared for each region for eligible candidates for the office of VP/ABA and shall be mailed to all members in good standing in that region. Ballots will be prepared without delay by the FS. The mail ballots shall have a specified return date and will use the two envelope system.

Section 6. A member to be eligible for office must have been in continuous good standing for two years prior to being nominated and must comply with the IC and Bylaws at the time of the nomination meeting.

Section 7. Qualifications for membership in this Local shall conform with the IC.

Section 8. In order to be a candidate for office in an interim election, any incumbent Local officer, Board member or other elected representative desiring to fill the vacancy for the remainder of the term must submit his or her resignation by certified mail, prior to the close of nominations for that office. Thereafter any such additional vacated offices shall be included in the interim election. All such resignations shall be effective upon the completion of the election process in accordance with the IC.

Section 9. Elections will be conducted under the primary system. Where two or more members are nominated for an office, the two members receiving the most votes will be placed on a runoff ballot. Where two or more offices are to be filled, such as members of the Board, each office shall be contested separately. The notice of election(s) will be mailed out by the FS the first Monday in August and the primary election ballots will be mailed on the third Saturday in October of election year and counted on the second Saturday of November. Any candidate who receives more than 50 percent of the ballots cast for their office in the primary election will be declared elected. The runoff election ballots will be mailed on or before December 1 of election year and counted between December 27 and December 31 of election year, said date to be announced by the Election Committee. Where there are two or more candidates for office, the voter shall vote for only one.

Section 10. The FS shall rent a restricted-access post office box and instruct postal officials that ballots must be released only at a specified time on the ballot-return deadline date, and only to named authorized Local election officials. The named authorized Local election officials shall be provided to the post office, in writing, at the time the post office box is rented. On the date specified for the tabulation of votes, the ballots shall be removed from the locked box by the Election Committee, who will immediately tabulate the votes. At the completion of the tabulation, the FS shall notify the members of the election results by posting on bulletin boards and publishing in the newsletter. The FS shall rent a second restricted access post office box and it shall be used for ballot packages returned undelivered. This post office box will serve as the return address on the ballot package mailed to members. The second restricted access post office box will be closed 60 days after the final election results. All ballots and other records pertaining to the election shall be retained by the FS for one year in accordance with the IC.

Section 11. Candidates elected to office shall be installed at the January charter city meeting.

ARTICLE XI. DUES, FEES AND ASSESSMENTS

Section 1. The dues and fees of the Local shall be two (2) times the employee's hourly rate (the top rate of the employee's classification) of pay plus the current ATU per capita tax as set forth in Section 18.1 of the IC, for all active members and financial core employees who work full-time; and one and one-half (1 %) times the employee's rate of pay plus the current ATU per capita tax as set forth in Section 18.1 of the IC, for all active members and financial core employees who, are part-time or seasonal. When the General Fund Reserve, as shown on the Balance Sheet in Local's monthly financial report, shows a balance greater than \$800,000 for three consecutive months, the dues and fees of the Local for all members and financial core employee's shall be computed as stated above excluding, the ATU per capita as set forth in Section 18.1 of the IC. When the General Fund Reserve, as shown on the Balance Sheet in Local's monthly financial report, shows a balance less than \$600,000 for three consecutive months, the dues and fees of the Local for all members and financial core employee's shall be computed as stated above, including the ATU per capita as set forth in Section 18.1 of the IC. Fee objector's shall pay the amount certified by the Local. In the event a new collective bargaining agreement sets mileage rates as the top driver's pay rates, member's dues shall remain at the same dollar amount until a new Bylaw is put into effect. Members who have been off more than two months due to a seasonal lack of work, sickness, injury or termination where the member is pursuing the termination with the help of Local 1700, will be reinstated in good standing upon the payment an amount equal to the current International Union's per capita taxes plus one dollar for each month they have not worked.

Section 2. An initiation fee of \$100 shall be paid by all applicants for membership. This initiation fee shall be waived for new applicants who apply for membership within 31 days of their employment date. The fee may be waived at any time at the discretion of the Board.

Section 3. \$3 per month of the regular dues and fees paid to the union shall be set aside for the maintenance of a Defense Fund. The purpose and uses of such fund shall be as directed by the

President with approval of the Board.

Section 4. Dues for pensioned members of the Local shall be \$4 per month for any pensioned member retired prior to January 1, 1993, and \$6 per month for any pensioned member transferred to pension status on or after January 1, 1993. Pensioned members will pay dues annually.

Section 5. If the Local, pursuant to an action of the Board, submits a grievance or dispute to arbitration, the costs of such arbitration shall automatically be assessed on a per capita basis quarterly among all active members, financial core employees and fee objectors.

ARTICLE XII. AMENDMENTS TO BYLAWS

Section 1. Any proposed amendments shall be presented in writing and bearing the signatures of at least 10 members in good standing of this Local. Proposed amendments to these Bylaws, to be legal and effective, shall be read at two regular meetings at all locations. Proposed amendments, together with the sections to be amended, shall be posted at all work locations days prior to the first meeting. It shall require two-thirds vote of the membership in attendance and voting at the second round of Local meetings to adopt. After adoption by the Local, amendments so adopted shall be forwarded to the International President for approval and must have the approval of the International President before going into effect. Any provision of Bylaws that conflict with the IC are void.

ARTICLE XIII. TRIALS AND APPEALS

All trials and appeals shall be conducted in accordance with the related provisions set forth by the IC.

ARTICLE XIV. UNION SYMPATHY

In event of the death of a member the FS shall make sure that the Local's sympathy is properly expressed by sending the proper bible to the immediate family of the member.

ARTICLE XV. STEWARDS

Section 1. Stewards shall be appointed by the VP/ABA in each region with approval of the Board at all extra board points and/or company stations under the jurisdiction of the Local, and shall be subject to replacement at any time by the VP/ABA with approval of the Board.

Section 2. There shall be appointed by the Board at least one, but no more than two, national mechanic representatives. Their duties shall be as directed by the President with the approval of the Board. They shall be compensated at their regular hourly rate for actual hours worked up to a maximum of 12 hours per day.

Section 3. New stewards shall be appointed and/or existing stewards re-appointed within thirty days

of the installation of the new officers. Existing stewards shall continue until these appointments have been made.

When directed by the VP/ABA of their region, it shall be the duties of stewards to conduct meetings held in their area and see that minutes of such meetings are accurately kept and promptly transmitted to the Local's FS. When directed, they shall handle Local grievances in compliance with the Labor Agreement, Local working arrangements, the IC and Bylaws, subject to review by the Board.

Stewards shall perform such other duties as are prescribed by the VP/ABA under the direction of the President.

ARTICLE XVI. MISCELLANEOUS

Section 1. Outside Advisors. No outside legal advice shall be obtained without the approval of the Board.

Section 2. Grievances. Any member who considers himself or herself unjustly dealt with, suspended, discharged, or having time claims shall file a grievance in writing.

Section 3. Duties of Members. The duties of members of the Local shall be those set forth in the Oath of Obligation, and the IC. Any member who believes that his/her legal rights have been violated by an officer, representative, or member of the Local shall file a timely written complaint with the FS, who shall refer the same to the Board.

Section 4. Picket Lines. Picket lines will be respected by members of the Local when established by bona fide organizations. Any member found guilty of violation of this Article shall be subject to any action or discipline by the Board.

Section 5. Correct Mailing Address. Members are required to keep the FS notified of their correct mailing address.

Section 6. No member shall institute an action outside the Local against the International, the Local, or any of their officers or representatives without first exhausting all remedies provided by the Bylaws and the IC.

IMPORTANT THINGS TO REMEMBER

1. It is your duty to attend your Local meetings - It's your union!
2. Keep the editor of the International's magazine advised of your correct address so you will receive your copy regularly. (Editor, "In Transit", 5025 Wisconsin Avenue, N.W., Washington, D.C. 20016).
3. Secure witnesses whenever involved in an accident or any unusual situation as a consequence of which you may receive discipline, and of forwarding the names and addresses of such witnesses to the Local to be used in your defense against any discipline that might be assessed against you.
4. Realize that you and your fellow members are the union and that your active participation in Local affairs will strengthen it as an effective bargaining agent for your welfare insofar as it pertains to wages, hours and working conditions.
5. Encourage new employees to become members of the Local.
6. Read your copy of the Working Agreement so that you may become familiar with its provisions with respect to your rights thereunder.
7. When a pay claim has been disallowed by the Company, it is important to submit a grievance with the facts and details in connection therewith when requesting the Union take it up with the Company.
8. Keep a record of all work performed so that if your pay is short it will be possible to ascertain when and how the shortage occurred.
9. The highest authority of the Local shall be vested in the general membership.