

**CONSTITUTION
AND BYLAWS
FOR
METROPOLITAN TRANSIT
AUTHORITY SUPERVISORS
LOCAL 3634**



**District Council 36
Local 3634
MTA SUPERVISORS**

Weingarten Rules

If called to a meeting with management, read the following to management or present the book before the meeting starts.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Without representation present, I chose not to participate in this discussion.

Skelly Rights

Public employees have due process protections on the job, as determined by the California Supreme Court. The result of rulings in the Skelly case, these are referred to as your Skelly rights. Public employees are entitled to a “pre-disciplinary hearing.” An employee must be given a written notice of proposed disciplinary action.

District Council 36
Local 3634
LACMTA Supervisors

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CONSTITUTION AND BYLAWS

FOR

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY SUPERVISORS**

LOCAL 3634

ARTICLE I

NAME

The name of this organization shall be Metropolitan Transit Authority Supervisors Local Number 3634 of the American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE II

AFFILIATIONS

This local union shall be affiliated with California District Council 36 of the American Federation of State, County and Municipal Employees; the California Labor Federation, AFL-CIO; and the Los Angeles County Federation of Labor, AFL-CIO.

ARTICLE III

OBJECTIVES

The objectives of the local union shall be to carry out on a local basis the objectives of the American Federation of State, County and Municipal Employees. The specific and primary purpose of the local is to operate a labor organization within the meaning of Section 23701a of the California Revenue and Taxation Code. The local does not contemplate pecuniary gain or profit to its members and is organized for nonprofit

purposes. Notwithstanding, and of the above statements of purpose and powers, this local shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of the local.

ARTICLE IV

MEMERSHIP AND DUES

Section 1.

All employees of the Los Angeles, California Metropolitan Transit Authority classified as supervisors and senior supervisors, including senior supervisors, are eligible for membership in this local union, subject to the requirements of the Constitution of the International Union.

Section 2.

Application for membership shall be made on a standard application form. Unless such form includes a valid authorization for payroll deduction of dues, the application shall be accompanied by the current month's dues.

Section 3.

The monthly membership dues of the local shall be 1-1/2 percent of the base bi-weekly gross salary.

Section 4.

In addition to the membership dues, all members will pay an additional \$10.00 per paycheck (\$20.00 per month) which will go into the local's Assessment Account. The Assessment Account will sunset December 31, 2023 unless extended by the membership.

Section 5.

To the extent possible, dues shall be paid through a system of regular payroll deduction. Membership dues shall also be payable monthly in advance to the local secretary-treasurer and in any event shall be paid not later than the 15th day of the month in which they become due. Any member who fails to pay dues by the 15th day of the month in which they become due shall be considered delinquent, and upon failure to pay dues for two successive months shall stand suspended. Provided, however, that any person who is paying dues through a system of regular payroll deduction, bank draft, or similar system, shall for so long as such person continues to pay through such deduction method, be considered in good standing.

Section 6.

A member suspended under the above section may be reinstated to membership in the local on payment of all arrearages.

ARTICLE V MEETINGS

Section 1.

Regular meetings of this local shall be held once each month, at a time and place to be fixed by the membership or the local executive board.

Section 2.

Special meetings may be called by the local president, the local executive board, or by petition filed with the president and signed by 25% of the members of the local. Special meetings

may also be called by the International President or by an authorized representative of the International President.

Section 3.

The quorum for meetings of this local shall be 2% of the membership in good standing.

ARTICLE VI

OFFICERS, NOMINATIONS, AND ELECTIONS

Section 1.

The officers of this local shall be a president, a vice-president, a recording secretary, a secretary-treasurer, and seven executive board members (four Transportation Operations Supervisors [TOS], two Maintenance Supervisors [one bus and one rail], one Support Supervisor and these eleven shall constitute the local union executive board. In addition, there shall be elected (3) members who shall serve as trustees. The trustees shall be elected to three-year terms of office, except that in the initial election, one shall be elected for a one-year term, one for a two-year, and one for a three-year term. All other officers shall be elected for a term of three years.

Section 2.

Primary officers of this local shall be a president, a vice-president, a recording secretary and a secretary-treasurer who shall fulfill their obligations as officers and be delegates to the council, PEOPLE and International conventions. All other delegates and alternates shall be elected in the manner prescribed for the election of local officers when the local receives the convention call.

Section 3.

Nominations shall be made at the monthly membership meeting in September. At least fifteen (15) days' advance notice shall be given the membership prior to the nomination meeting. An election committee shall be appointed by the president. A nominating committee may be appointed or elected to make nominations, but whether or not such nominating committee is used, nominations shall be permitted from the floor at the nomination meeting. All regular elections shall be held in the month of October.

Section 4.

To be eligible for office, a member must be in good standing for one year immediately preceding the election, except in the initial election held in this local; provided, however, that no retired member shall be a candidate for office. For a member who is transferred or promoted into this local from another AFSCME local, this requirement shall be satisfied if such member's combined membership in good standing in both locals is one year at the time of election.

Section 5.

Officers shall be elected by secret ballot vote, and the balloting shall be conducted as to afford to all members a reasonable opportunity to vote. At least fifteen (15) days advance notice shall be given the membership prior to the holding of the election.

Section 6.

All matters concerning nominations and elections in this local union shall be subject to the provisions of Appendix D, entitled Elections Code, of the International Union Constitution. All local elections shall be conducted by mail.

Section 7.

Vacancies in office shall be filled for the remainder of the unexpired term by vote of the executive board. Failure to attend three (3) consecutive meetings without being excused shall be deemed as a resignation from office.

Section 8.

Every officer shall upon assuming office, subscribe to the Obligation of an Officer contained in Appendix B of the International Union Constitution.

Section 9.

Any local official or representative must resign immediately upon accepting an acting, non-contract position.

Section 5.

The trustees shall make or cause to be made at least semi-annually audit of the finances of the local, including the finances concerning any health and welfare, pension, insurance or other benefit programs covering members of such local, and shall report to the membership on the results of such audit.

Section 6.

The executive board shall be the governing body of the local union except when meetings of the local union are in session. All matters affecting the policies, aims and means of accomplishing the purposes of the local not specifically provided for in the constitution or by action of the membership at a regular or special meeting shall be decided by the executive board. The board shall meet at the call of the President or of a majority of the members of the board. A report on all actions taken by the executive board shall be made to the membership at the next following meeting. A majority of the members of the executive board shall be required for a quorum. Any additional delegates and alternates shall be elected in the manner prescribed for the election of local officers when the local receives the convention call.

Section 7.

The negotiations advisory committee shall be responsible for policing the Memorandum of Understanding (MOU) and documenting any article which may require change or expansion or deletion and report to the executive board. The four primary officers shall be part of the negotiations committee.

1. The local requires no less than three primary officers' signatures to agree to any terms or conditions that modify the MOU.

Section 8.

The local executive board shall establish a policy to compensate executive board members, stewards and trustees for performing duties for the Union. Once a policy has been established, the executive board shall present the policy to the membership. The local's executive board shall have the authority to amend the policy as needed.

ARTICLE VII

DUTIES OF OFFICERS AND EXECUTIVE BOARD

Section 1. The President shall:

- a. Preside at all meetings of the local union and of the executive board.
- b. Be a member of all committees except election committees.
- c. Countersign all checks drawn against the funds of the local.
- d. Appoint all standing committees and all special committees of the local, subject to the approval of the executive board.
- e. Report periodically to the membership regarding the progress and standing of the local and regarding the president's official acts.
- f. Be a delegate and the chair at all International, PEOPLE and Council conventions.

Section 2. The Vice-President shall:

- a. Assist the president in the work of the president's office.
- b. In the absence of the president or in the president's inability to serve, preside at all meetings and perform all duties otherwise performed by the president.
- c. Upon approval by the local executive board, be authorized to act as cosigner of checks drawn on the local funds in place if either the president or the treasurer.
- d. Be a delegate at all International, PEOPLE and Council conventions.

Section 3. The Recording Secretary shall:

- a. Keep a record of the proceedings of all membership meetings and of all executive board meetings.
- b. Carry on the official correspondence of the local, except as the executive board may direct otherwise.
- c. Perform such other duties as the executive board may require.

- d. Provide copies of minutes of previous month's meetings to the executive board and general membership at the meetings.
- e. Be responsible for maintaining/updating the membership list - general membership.
- f. Be a delegate at all International, PEOPLE and Council conventions.

Section 4. The Secretary-Treasurer shall:

- a. Receive and receipt for all monies of the local union.
- b. Deposit all money so received in the name of the local union in a bank or banks selected by the executive board, and money so deposited shall be withdrawn only by check signed by the president and the treasurer.
- c. Prepare and sign checks for such purposes as are required by the constitution or are authorized by the membership or the executive board.
- d. Prepare and submit the monthly membership report to the International Union office and see that a check is drawn in payment of the local's per capita tax each month and sent to the International Secretary-Treasurer.
- e. Keep an accurate record of receipts and disbursements and shall, once each month, submit to the membership a monthly operating statement of the financial transactions of the local for the previous month.
- f. Act as custodian of all properties of the local union.
- g. Give a surety bond for an amount to be fixed by the executive board of the local union, at the expense of the local union and through the International Union.
- h. See that any financial reports required by the International Union Constitution.
- i. Be a delegate at all International, PEOPLE and Council conventions.
- j. Prepare and present an annual budget to local's executive board and membership for approval annually in January.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1.

This local union shall at all times be subject to the provisions of the constitution of the American Federation of State, County and Municipal Employees.

Section 2.

Except to the extent specified in this constitution, no officer of the local union shall have the power to act as agent for or otherwise bind the local union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the local union except to the extent specifically authorized in writing by the president of the local union or by the executive board of the local union.

Section 3.

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern this local union in all cases to which they are applicable and in which they are not inconsistent with the constitution and special rules of this local union or of the American Federation of State, County and Municipal Employees.

Section 4.

The local union shall be responsible for paying in advance, as may be possible, the expenses of travel, food and lodging for delegates to attend conventions, seminars and conferences.

Section 5.

The local union shall reimburse lost time wages for any officer, steward or member at straight time and at their union current rate of pay with the agency.

Section 6.

Steward shall:

- a.) Be appointed by the president with executive board approval
- b.) Disseminate information, as directed by the president, by phone or in writing to the areas designated.
- c.) Comply with the local steward policy

ARTICLE IX AMENDMENTS

This constitution may be amended, revised, or otherwise changed by a majority vote of the members voting on proposed change and such change shall take effect only upon written approval of the International President. Proposed amendments to the constitution must be read at a regular or special meeting of the local union and read and voted on at a subsequent meeting of the local union, adequate and proper notice having been given to the membership prior to the date on which the vote is taken. A written copy of the proposed amendment shall be furnished to every eligible voter at the meeting at which the vote is taken

Approved by AFSCME International 12-19-18

INTERNAL LOCAL POLICIES

AFSCME LOCAL 3634 GRIEVANCE POLICY

Non-Discipline Grievance Policy

1. All non-discipline grievances shall be filed by a Union Steward or an Officer only.
2. The Union Steward or an Officer will be responsible for following the process outlined in Article 13.3 of the Grievance Procedure.
3. The President may delegate any Officer or a Steward to be responsible for following the process at Step 2 of the Grievance Procedure.
4. The President and the Executive Board, after consulting with legal counsel, will determine the merit of any grievance to be moved to the Arbitration Procedure. Any decision made by the Executive Board and/or legal counsel regarding a grievance having insufficient merit to be taken to the 3rd Step, shall be explained in writing to the grievant.
5. For AFSCME members who take the responsibility for filing their own grievance, AFSCME Local 3634 will be responsible for the grievance up to the

1st Step **ONLY**. The AFSCME member will not be allowed to take the grievance to Step 2 or 3, if not satisfied with the response at Step 1.

Discipline Grievance Policy

1. All discipline grievances shall be filed by a Union Steward or an Officer.
2. The Union Steward or the Chief Steward will be responsible for following the process outlined in Article 13.4 of the Grievance Procedure.
3. The President may delegate any Officer or a Steward to be responsible for following the process at Step 2 of the Grievance Procedure.
4. The President, Vice-President, Officer or a Steward will be responsible for following the process at Step 3 of the Grievance Procedure.
5. The President and the Executive Board, after consulting with legal counsel, will determine the merit of any grievance to be moved to the Arbitration Procedure. Any decision made by the Executive Board and/or legal counsel regarding a grievance having insufficient merit to be taken to 3rd Step, shall be explained in writing to the grievant.
6. For AFSCME members who take the responsibility to file their own grievance, AFSCME Local 3634 will be responsible for the grievance up to the 1st Step **ONLY**. The AFSCME member will not be allowed to take the grievance to Step 2 or 3, if not satisfied with the response at Step 1.

Discharge Grievance Policy

1. All discharge grievances shall be filed by a Steward or an Officer.
2. The President, Vice-President, Officer or a Steward will be responsible for following the process outlined in Article 13.5 of the Grievance Procedure.
3. The President and the Executive Board, after consulting with legal counsel, will determine the merit of any grievance to be moved to the Arbitration Procedure. Any decision made by the Executive Board and/or legal counsel Regarding a grievance having insufficient merit to be taken to 2nd Step shall be explained in writing to the grievant.

AFSCME LOCAL 3634

SENIORITY POLICY

GUIDELINES

1. If two or more employees enter the same AFSCME classification on the same date, the employee with Bargaining Unit seniority shall prevail.
2. If two or more employees enter the same AFSCME classification on the same date, the employee with Authority seniority shall prevail.
3. If two or more employees enter the same AFSCME classification on the same date, without any Bargaining Unit seniority or Authority seniority, the lower position number employee shall prevail.
4. An employee leaving one AFSCME classification for another AFSCME classification shall stop accruing seniority on the first classification's roster as of the date of transfer. If the employee has never worked in the new classification, he /she shall be placed on the bottom of the new classification roster. If the employee has worked in the new classification, he/she shall be placed on the roster in accordance with the cumulative time previously worked in the classification and a new classification date shall be established.

5. Anyone returning from one AFSCME classification to their former AFSCME classification, within the assessment period, shall suffer no loss of seniority.
6. Anyone returning from one AFSCME classification to their former AFSCME classification, in excess of the assessment period, shall forfeit their accrued seniority for their current classification.
7. Anyone transferring to a permanent non-AFSCME classification shall stop accruing seniority for their AFSCME classification effective 180 days after the date of acceptance of the non-AFSCME classification.
8. Anyone returning from a non-AFSCME classification in excess of the probationary period, to an AFSCME classification, shall be placed at the bottom of that AFSCME classification's roster effective with the date of transfer.
9. Anyone returning from a long-term leave in excess of a year shall stop accruing seniority at the one-year mark, unless mutually agreed by AFSCME and METRO to extend the leave.

EFFECTIVE 10/01/02

REVISED 03/07/12

SHIFT SWAPPING POLICY

It is the Policy of Local 3634 that we do not condone any form of shift-swapping. Behavior of this type undermines the hard-fought right to work any overtime for applicable classifications.

When a Supervisor swaps his/her regular shift with another Supervisor, either at the request of management or for their own personal benefit, you do harm to your fellow AFSCME members.

Shift swapping is a violation of all applicable Local 3634 CBA Articles pertaining to annual bidding rights. It also violates Article 32 (Appendix C) and the TOS/RTOS Overtime Procedure by negating the next member's turn in the rotation for overtime.

The purpose of bidding is to secure your ability to have a standard assignment, without worrying if you may be reassigned to any shift other than what was bid. It also guarantees that "Seniority" and "Shift Protection" are protected.

EFFECTIVE 07-22-2010

AFSCME LOCAL 3634

Steward & Executive Board Member Stipend Policy

1. You must complete the initial training sessions given by Local 3634 staff.
2. You must complete at least one (1) AFSCME-sanctioned Council 36 Steward Training Session before you can qualify.
3. You must attend any subsequent mandatory Steward Training Sessions as designated by the Executive Board or its designee.
4. You must attend, at minimum, eight (8) monthly Steward and General Membership meetings per year with the exception of medical, military or personal leaves of absence.
5. You must administer and defend the Contract as written.
6. You must complete the initial training sessions given by Local 3634 staff.
7. You must attend any subsequent mandatory Steward Training Sessions as designated by the Executive Board or its designee.
8. You must attend, at minimum, eight (8) monthly Steward and General Membership meetings per year with the exception of medical, military or personal leaves of absence.

Adopted 11-15-12

Revised 4-9-19

9. You must administer and defend the Contract as written.
10. You must follow the direction of the Local 3634 Executive Board or its designee.
11. In your capacity as Steward, you must conduct yourself in a manner befitting the membership's trust. You must comply with all Articles of the contract. You must comply with all articles & regulations of the International Constitution. You must comply with all rules, regulations and policies set forth by the MTA.
12. You serve at the pleasure of the Local 3634 Executive Board.
13. Payment of the stipend commences upon verification of completion of Items 1. Stipend shall be paid on the last payday of the month and will be suspended if Item 2 is not completed when scheduled.
14. You are required to contact the President by 5:00pm every Friday to discuss developments in your area. Failure to do this 2 or more times within a calendar month will subject you to possible forfeiture of your stipend.
15. All active Stewards as of January 3, 2015 shall be Grandfathered into this Policy.