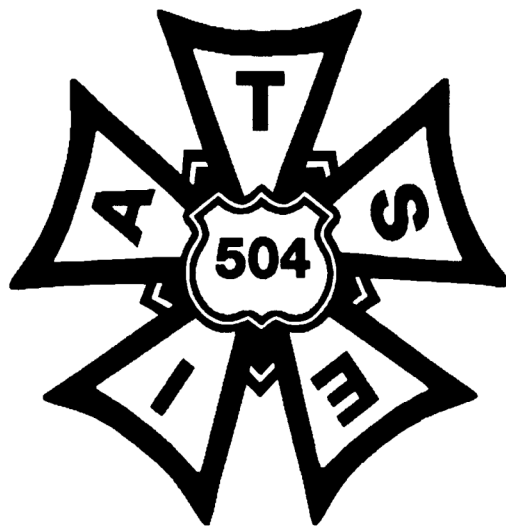


CONSTITUTION AND BY-LAWS

OF THE

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES
AND CANADA



May – 2015

A.F.L. – C.I.O.

ANAHEIM, CALIFORNIA
LOCAL 504

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NOTES

PLEDGE

I, the undersigned, as a condition of my membership in Local No. 504 and in the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada, do solemnly pledge myself to accept and abide by the provisions of the Constitution and By-Laws of this Local and of the Alliance, as now in force and as hereafter legally amended, and hereby express my consent to be governed thereby in the conduct of my trade and in my relationship with this Local and the Alliance. I solemnly pledge myself not to resort to legal proceedings against this Local and the Alliance for any grievance, but to seek my remedies within this Local and the Alliance before resorting to any other tribunals.

Date_____

Signature of Member Local 504

OFFICER'S CHARGE TO CANDIDATES

Before you take the required obligation for membership in Local 504 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada. I assure you that nothing therein conflicts with any civil or religious beliefs. It requires only that you be loyal to trade unionism, and that you observe in letter and spirit the Constitution and By-Laws of the International Alliance and of the American Federation of Labor, AFL-CIO, as long as the International Alliance be affiliated with that body.

If you wish to proceed, take your fellow member by the right hand, place your left hand over your heart, and repeat after me your obligation, using your full name where I use mine.

OBLIGATION

I, (full name), do solemnly pledge my word of honor, to abide by the Constitution and By-Laws of Local 504, and the provisions of the Constitution and By-Laws of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada. I further affirm that I will obey the mandates of the American Federation of Labor, AFL-CIO, so long as the International Alliance be a part of that organization. The will of the majority, I shall always abide by. I will use every honorable means to provide employment for members of this Union in preference to Non-members. Also, I pledge to keep confidential the work of this body, and to do all in my power to discourage and prevent violations of this requirement by fellow members. Should I fail to keep this, my solemn obligation, I shall willingly submit to such discipline as my lack of loyalty may bring upon me.

OATH OF OFFICE

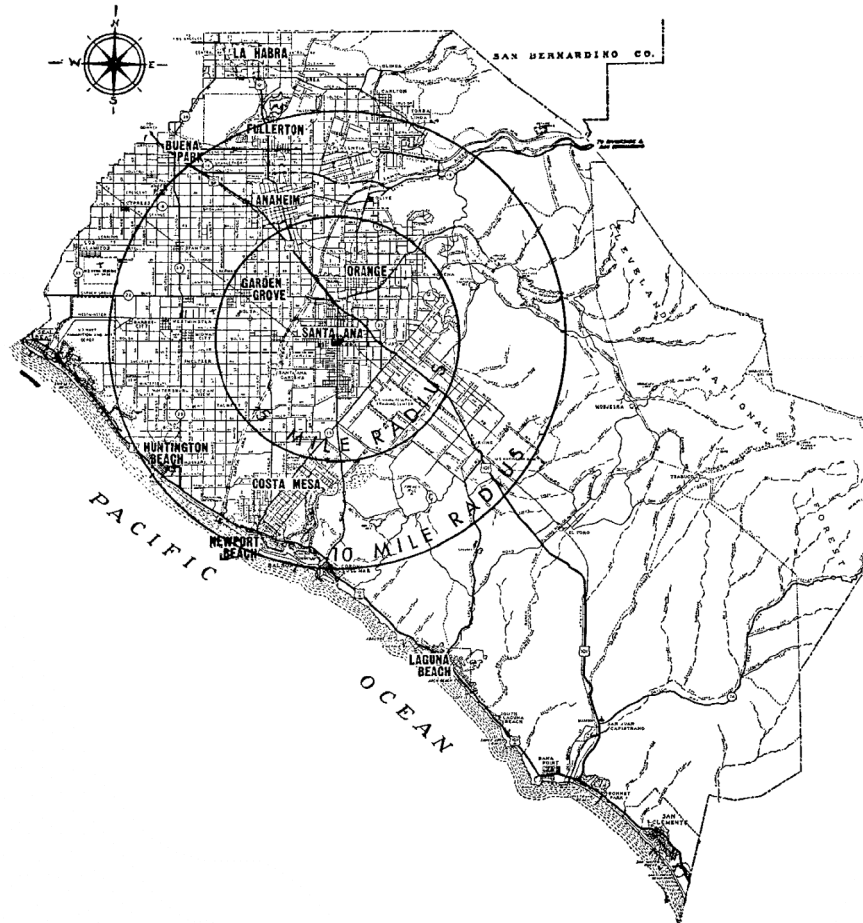
I, (full name) do hereby pledge my word of honor to perform the duties of my office as set forth in the Constitution and By-Laws of Local 504 to the best of my ability, and to bear true allegiance to Local 504 and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada. At the close of my official term, I solemnly promise that I shall deliver to my successor in office, all property in my possession belonging to Local 504 or the International Alliance. To these promises, I pledge you my word, fully realizing that to violate this pledge is to stamp me a man unworthy of trust.

(Installing Officer): You have obligated yourself faithfully and to the best of your ability to discharge the duties of your office. You will now proceed to your station and perform the duties of that office and so conduct yourself as to be worthy of the trust reposed in you.

ORDER OF BUSINESS

1. Calling the meeting to order with Pledge of Allegiance
2. Roll call of officers
3. Minutes of meetings
4. Communications
5. Candidates
6. Bills (as audited)
7. Financial Report
8. Report of Business Representative
9. Report of Dispatcher
10. Report of Delegates
11. Report of Committees
12. Nominations and Elections
13. Unfinished Business
14. New Business
15. Good and Welfare
16. Adjournment

Geographical Jurisdiction of Local No. 504 I.A.T.S.E.



This is a map of the geographical jurisdiction of Local 504 I.A.T.S.E. of Orange County, which also includes the city of Corona in Riverside County. The geographical jurisdiction in Riverside County covers the County line to the north end of Corona City limits. The geographical jurisdiction ends on the west side of Miller Avenue, Orange County. The east boundary ends on the San Diego-Orange County line.

CONSTITUTION
Of the
International Alliance of Theatrical Stage Employes, Moving Picture Technicians,
Artists and Allied Crafts of the United States, its Territories and Canada
LOCAL #504

ARTICLE 1

A. Name, Affiliation, Jurisdiction and Headquarters

Section 1

The name of this organization shall be mixed Local Union No. 504 International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada, AFL-CIO (hereinafter called the "Local").

Section 2

This Local has been established and exists by virtue of a Charter issued by the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada (hereinafter called the "Alliance" or "International"), and pursuant to the Constitution and By-Laws of the International.

Section 3

Jurisdiction of this Local shall embrace the jurisdiction set forth in the Charter as granted, namely, Mixed Charters. Mixed Charter shall confer upon the Local Union to which they are issued the right to accept into membership any person qualified to hold any of the various positions in a theatre which are within the jurisdiction of the International Alliance. Members of such Local Union are permitted to accept any position within the territorial jurisdiction of the Local Union, either on the stage or in the moving picture booth, and also permitted to go on tour in the capacity of stage employees or moving picture machine operators.

Section 4

The headquarters of this Local shall be within the boundaries of the County of Orange, California or at such place as may be designated by the Local.

ARTICLE 2

A. Objects

Section 1

This Local is dedicated to the principles of trade unionism. Its objects are to unite all workers within its jurisdiction for the following purposes:

- (a) To improve their wages and hours of work, to increase their job security and to better their working conditions.
- (b) To advance their economic, social and cultural interests.
- (c) To establish peaceful and harmonious relations between its members and their employers, and to increase the stability of the industry.
- (d) To assure full employment.
- (e) To promote and support democracy and free trade unionism.
- (f) To engage in such other activity as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining through-out all trades and industries.
- (g) To stand against acts of discrimination, intimidation and aggression.

Section 2

This Local shall endeavor to accomplish the foregoing purposes by organizing the unorganized, educating its membership, negotiating collective bargaining agreements with employers, securing progressive legislation, and by all other appropriate means within the International.

ARTICLE 3

A. Membership Qualifications

Section 1

No person shall be eligible for membership or may retain membership in this Local who shall be a member of any organization having for its aims or purposes the overthrow, by force, of the Constitution and Government of the United States or Canada.

Section 2

Any member who shall upon trial, be found to lack any of the qualifications for membership in this Local, shall forthwith be expelled and shall surrender all rights and privileges of such membership, including death benefits and other property rights, if any, in the assets of this Union; and no member, so expelled, shall ever be eligible for reinstatement thereafter.

Section 3

Any person applying for membership in this Local must be of good moral character and reputation, and unless waived by the International for proper cause upon

application by the Local, must have been a resident for at least eighteen months immediately preceding his/her application within its jurisdiction. Such applicant shall be of legal age to engage in gainful employment within the jurisdiction of this local.

Section 4

Any individual, regardless of race, religion, national origin, or ancestry, who is competent to perform work, and to demand standard wages and conditions of employment within the Charter jurisdiction of this Local Union, shall be eligible for membership in the Local Union subject to the conditions and qualifications of membership herein set forth and the membership requirements of the International Constitution.

B. Application for Membership

Section 1

Every application for membership must be made upon the official printed form supplied by the International to the Local.

Section 2

The endorsement of the application by the General Secretary-Treasurer of the International must be obtained before any action is taken by the Local upon the admission of the applicant, and if endorsement is refused the applicant shall be rejected.

Section 3

Each membership application must be accompanied by one-half the initiation fee for senior membership (as set forth in Article 18 A Section 5) plus a One Hundred dollar (\$100.00) non-refundable International mandated fee. All initiation fees submitted are to be returned to the applicant if the application is rejected. Any applicant who is guilty of making false statements upon the application form shall, if he/she has been admitted to membership, be expelled upon conviction and shall be thereafter denied admission to membership in this Local. Any initiation fee paid by such member shall be forfeited, upon his/her expulsion. Each applicant must be informed that in the event the application is forwarded to the General Office and the application is subsequently withdrawn by the applicant or rejected by the membership of Local 504, the One Hundred dollar (\$100.00) processing fee is not refunded under any circumstance.

Section 4

The President shall have the authority, with the approval of the Executive Board, to waive Article 3B, Section 3 in order to facilitate organizing efforts within the jurisdiction of the local.

Section 5

- (a) The application, properly filled out, shall be filed with the Secretary of the Local, along with one-half of the Senior initiation fee and the required processing fee.
- (b) The Secretary of the Local shall then present the application and deposit to the Executive Board of the Local.
- (c) The Executive Board of the Local shall examine the application and then send it to the General Secretary- Treasurer for endorsement.
- (d) Any application endorsed by the General Office of the International Alliance shall be returned to the Secretary of the Local, who shall refer the application to the Examining Board of the Local Union and the applicant shall be notified by the Examining Board of the time and place of the examination as to his competency and qualifications, in accordance with the uniform examination requirements of the Constitution of the International Alliance.

C. Examination of Applicants

Section 1

- (a) An Examining board consisting of three (3) members appointed by the President and approved by the Local membership shall proceed to examine the applicant.
- (b) Examination of the applicant may be conducted at a general membership meeting by the Members in attendance in the event the Examining Board is not appointed.

Section 2

Every applicant for membership shall be required to pass a satisfactory examination which shall be uniform for all applicants, as to that person's competence and qualifications. The examination can be oral, written, or a combination of both.

- (a) The approval of the Examining Board, if convened, or the examination by General Membership, in lieu of an Examining Board, must be completed before any further action is completed.
- (b) Within two (2) weeks following the completion of the examination, the Examining Board shall submit to the Executive Board a written report containing the results of the examination, giving grades and findings as to the applicant's qualification for membership. This subsection shall not apply if examination is by General Membership.

- (c) Following the receipt and consideration of the Examining Board's written report, the Executive Board's written report, the Executive board shall refer the application to the membership meeting of the Local Union, with its final report and recommendation, for or against admission of the applicant to this Local. This subsection shall not apply if examination is by General Membership.

D. Balloting on Applicants

Section 1

An applicant who has complied with the preceding sections of this article and who is, there under, eligible for membership shall be proposed for admission at a regular meeting of the Local.

- (a) No applicant shall be balloted upon for admission to this Local until after his/her name has been mailed to the entire membership and the entire membership notified that the balloting on the applicant will be an order of business at the meeting.
 - 1. Such applicant shall not be present when his/her name is proposed for membership.
 - 2. Open discussion shall be permitted.
 - 3. A secret ballot shall be taken. If a majority of those voting, vote to accept the candidate, that applicant shall be accepted.
- (b) Any applicant accepted into membership shall be notified within two (2) weeks to appear at the next regular meeting of the Executive Board and be given a copy of the constitution and By-Laws of Local 504.
- (c) The applicant shall then sign the pledge of the International Alliance and be given his/her obligation of allegiance to the International Alliance and Local 504 at an Executive Board meeting or a regular membership meeting of the Local. The official date of his/her initiation (obligation) shall be entered upon the records of the Local.
- (d) He/she shall pay his dues within two (2) weeks of being notified of his/her acceptance into Local 504.

Section 2

Any person who has achieved vested status in a local or national defined benefit pension plan shall immediately be taken into membership without vote. The International President, in his sole discretion not subject to appeal, may waive this requirement if he determines that the individual has engaged in conduct that is

detrimental to the Alliance. Failure to comply with this Section may result in suspension or revocation of charter after trial or Article Seven, Section 16 Proceeding.

E. Transfer Cards

Section 1

Any transfer card deposited with this Local must be accompanied by an application and follow the regular course, except that his/her transfer must be accepted or rejected within sixty (60) days after the deposit of the transfer with this Local. The applicant shall pay as a transfer fee a sum equal to the initiation fee applicable to new members.

F. Registered Apprentices and Senior Members

Section 1

This Local may register the number of junior members or apprentices permitted by the International Constitution and By-Laws.

- (a) They shall make application as a junior member or apprentice to this Local on approved forms. They shall have the same financial obligations as a senior member. The initiation fee for junior or apprentice members shall be one-half of the senior membership fee, as set forth in Article 18 A, Section 5, plus a One Hundred dollar (\$100.00) nonrefundable processing fee. This aggregate amount shall accompany the application, when presented to the Local.
- (b) If the applicant is rejected as a junior member or apprentice, his/her deposit toward the initiation fee shall be returned to him/her minus the processing fee which is One Hundred dollars (\$100.00); he/she shall not be entitled to resubmit his/her application until six (6) months from the date of rejection of his/her application.
- (c) All junior or apprentice members of Local 504 shall submit in full the balance of the senior initiation fee, as set forth in Article 18 A Section 5, within six (6) months after the date of acceptance as a junior or apprentice member of Local 504. The Local will then act upon the application for senior membership in Local 504, I.A.T.S.E. (Refer to Article 18 A Section 6).
- (d) In the event the applicant wishes to apply for senior membership in Local 504 on the first application, such applicant must file application with the Secretary in the usual manner and submit the full initiation fee, as set forth in Article 18 A, Section 5, with the application.

ARTICLE 4

A. Honorary Withdrawal Cards

Section 1

Any member in good standing will be granted an Honorary Withdrawal Card upon request, providing he/she is not under charges of misconduct and pays all assessments due for the quarter in which he/she requests his/her withdrawal.

Section 2

Members holding honorable withdrawal cards may be re-admitted at the option of the local union provided the local pays to the International all per capita and the member pays to the local all dues or assessments accrued during the period of withdrawal.

Section 3

Any former member, holder of an Honorary Withdrawal Card shall not be readmitted to membership in this Local until his/her name has been submitted to the International Alliance and their approval received, nor shall he/she be readmitted into membership in this Local if he/she has committed any acts that are detrimental to this Local or the International Alliance.

ARTICLE 5

A. Seniority

Section 1

It is herewith agreed by all who are or may become members of this Local Union that the seniority laws will at all times be respected and rigidly adhered to in the manner described in the Constitution and Bylaws of Local 504, I.A.T.S.E., and in accordance with state and federal labor laws, that Local 504 cannot guarantee employment to any employee, and that said employee cannot hold Local 504 responsible for employment because they are members thereof, neither shall their initiation monies or dues be refunded or suspended.

Section 2

All employees shall observe and comply with the seniority provisions of the collective bargaining agreement between his/her employer and this Local Union.

Section 3

Local 504 shall maintain a referral hall for the purpose of referring persons on a nondiscriminatory basis for employment with employers who are signatory to a

written collective bargaining agreement with Local 504. Subject to the requirements under applicable state and federal law, personnel covered by written collective bargaining agreements between Local 504 and signatory employers will be referred to said employers by Local 504's dispatching office when requested by said employers to do so, and such referrals are to be based upon such recognized factors as ability to perform services requested by said employer, availability for employment at the time of such request, and seniority. These factors are to be applied without discrimination. Membership or non-membership in Local 504 shall not in any manner be a factor in granting, denying, or establishing the seniority of any person.

- (a) Every person seeking employment through the Local 504 dispatching office must submit an application as prescribed by Local 504.
- (b) That application shall lapse upon expiration of ninety days from filing date if the individual has not received his/her first job referral by Local 504 during that period. Upon such a ninety day lapse, the individual must submit a new application in order to obtain job referrals by Local 504.
- (c) All new applicants for job referral shall be placed on a twenty-four (24) month probationary period commencing with the first day applicant is dispatched by the Local. During this period, the individual will not be placed on the seniority list, but on a separate list maintained by the dispatching office for such probationary employees. Upon accumulation of at least one thousand six hundred sixty-four (1,664) hours (as defined in Section 4, a.) during the forty-eight (48) month period, the individual's name will be placed on the seniority list and his/her start date shall be recorded as their first day dispatched for employment at the start of their probationary period. This separate list shall be referred to as the probationary list. Any person not accumulating one thousand six hundred sixty-four (1,664) hours (as defined in Section 4.a.) during their probationary period may be dropped from the list and no longer dispatched by Local 504. It is the responsibility of each individual to keep an accurate record of worked hours during the probationary period.

Section 4

Seniority shall be based on accumulative hours worked in the jurisdiction or in service of Local Union 504. Each eligible employee shall be given a number on the seniority roster in accordance with the amount time he/she has accumulated.

The definition of a six (6) month period of seniority shall be as follows.

- 1. Four hundred sixteen (416) accumulated hours in a six (6) month period.
- 2. No more than six (6) months seniority credit can be earned in any six (6) months.

3. There are two (2) periods:

First period is January 1 - June 30 (181 days).

Second period is July 1 - December 31 (184 days).
4. Any fraction of the four hundred sixteen (416) hours will be computed to that fraction of the period.
5. There will be no seniority credit given for time worked on which the employee does not pay work dues.
6. The Seniority Committee will automatically add six (6) percent vacation.

Each employee assigned to work by a duly authorized agent of this Local shall receive one (1) day seniority credit for each day worked. Four (4) hours shall comprise one (1) day and four (4) days shall comprise one (1) week of seniority credit. Thirteen (13) weeks shall be converted to three (3) months.

Section 5. Seniority Roster

- (a) All employees shall be placed on the seniority roster, positioned by number according to the number of days, months and years accumulated. In the event that two or more Employees have the same accumulated seniority, the person with the earlier start date shall be awarded the higher position. If both persons have the same start date, the names involved shall be placed in a container and each name shall be drawn out one at a time by the President of the Local. The order in which the names are drawn shall establish the order in which they shall appear on the Seniority Roster.
- (b) The seniority roster shall be revised every six (6) months and brought up to date by the Seniority Committee. A copy of the new list shall be mailed to each individual. It shall be the responsibility of each individual to periodically file the proper form to maintain his/her current seniority status. Anyone failing to file the proper Forms before the deadline will not have their seniority updated on the current seniority list and must wait until the next filing period to do so. Anyone who does not file for four (4) consecutive periods will be placed on the inactive list. Corrections to be made to the seniority need to be submitted in writing. When submitting more than one period of seniority or filing for the first time, please provide any type of payroll or other documentation with your form.
- (c) Any individual who does not agree with his/her own position on the seniority list as published, may, within the first thirty (30) days after the mailing date of the seniority list, appeal to the Executive Board and present documentary evidence supporting his/her claim. The decision of the Executive Board shall

be final. Thirty (30) days after the mailing date, the positions that have been challenged, shall become the official seniority positions; final and binding on all parties. Any protests or successful challenges made in compliance with this section shall cause the official seniority roster to be modified to reflect the result of such challenge. At no time after thirty (30) days, will any protest or challenge be acceptable to alter the previous final seniority list. Job positions put up for bid shall be awarded on the basis of the official seniority position list in effect at the time the award is made.

- (d) Any member may present the Executive Board with charges of any alleged fraudulent claims of seniority within twelve (12) months of his/her date of discovery. The Executive Board will decide the issue and all Executive Board decisions will be final and binding.
- (e) The penalty for submitting a fraudulent claim of seniority shall be a minimum of one hundred dollars (\$100.00) per offense or six (6) months suspension, or both.

Section 6. Open Regular Jobs

- (a) All open regular jobs shall be put up for bid and notification sent to all seniority members of the Local each month with the Local meeting letter, naming the job or jobs and the scale for same (if known). A letter shall be sent at the same time to all seniority non-members who work in this Local's jurisdiction, naming the job or jobs and the scale for same (if known). All bids must be in writing and given to the Secretary of Local 504 prior to the next regular meeting. (Cut-off date and time will be shown in the meeting letter and the letter sent to qualified nonmembers.)
- (b) If more than one (1) job is open for bid, the bidder may submit on one (1) or all of the jobs open at that time. The bidder with the highest seniority shall be awarded the job. The successful bidder shall be notified by the Dispatcher and placed on the job.
- (c) In the event the successful bidder does not accept the position, or works the position for less than thirty (30) days and decides to withdraw his/her bid for that position, the next highest bidder shall be awarded the job. If the successful bidder works the position at least thirty (30) days and decides he/she no longer wants the job, the position will then be opened for bid in accordance with paragraphs a, b, and c of this section.
- (d) All bids must be sealed and opened only at the next regular meeting at the designated time.

Section 7

Any change in the seniority agreement with management proposed by the Local Union must be accepted by management before it can be put in effect.

Section 8

No part of the seniority agreement with management shall be altered or amended without three-fourths majority of those voting on the question at a regular or special meeting and not then unless the entire membership has been notified by mail that such action will be an order of business at the special meeting. No part of the seniority agreement can be suspended.

Section 9

Any proposed amendments or alterations of the seniority agreement can be affected by having the proposed change placed on the ballot at the tri-annual election of officers. But it must be presented at a regular meeting or special meeting of this Local, preceding the election and carry the signature of not less than fifteen (15) members in good standing.

Section 10

No bumping shall be permitted.

Section 11

A copy of all dispatching reports must be submitted to the chairman of the Seniority Committee for cross reference of days worked.

Section 12

The Steward and Department Heads will have first choice on all calls at their place of employment, and work will be dispatched by seniority of the heads and steward outside of their respective departments.

Section 13

The Executive Board will interview and award the most senior qualified interested person for the following Department Heads at the Anaheim Convention Center:

1. Head Carpenter
2. Head Electrician
3. Head Sound
4. Head Properties

5. Head Video
6. Head Rigger

After completion of the interview process the Executive Board will award these positions to the candidate that best fulfills the following criteria.

1. Qualifications
2. Ability
3. Integrity
4. Seniority
5. Best represents the interest of the local

Under no circumstances will the issues of Race, Sex or Religion have any bearing on these decisions.

Upon the showing of proper cause, the Executive Board may remove any person from the award - HEAD POSITION. Any action taken pursuant to this section is subject to Article 24 - Appeals.

ARTICLE 6

A. Government Supreme Law

Section 1

The International constitution and By-Laws as well as this Constitution and By-Laws, shall be the supreme law of this Local.

Section 2

If one (1) or more of the provisions of this Local Constitution and By-Laws shall be held in conflict with the International Constitution and By-Laws or in violation of any applicable Federal or State Law, the latter shall prevail, but the remaining provisions thereof shall be deemed to be separable and remain in full force and effect.

Section 3

In case of any dispute as to the meaning, interpretation or application of this Constitution and By-Laws or any provisions thereof, the Local Executive Board shall decide the controversy, and all points of law relating thereto referenced to it by the President or Business Representative, or otherwise properly before it. The decision of the Executive Board shall be final and binding on all such matters when approved

by the Local membership, in the absence of a proper appeal to the International Alliance.

B. Governing Bodies

Section 1

The governing body of this Local Union shall be the membership in good standing, and between membership meetings, the Executive Board.

Section 2

The general management and supervision of the affairs and property of this Local Union and responsibility for generally conducting its collective bargaining activities and other business shall be vested in the Executive Board, subject to the approval or ratification of the membership in good standing.

Section 3

The general control over the making of business contracts, incurring indebtedness and disbursement of funds shall be exercised by the Executive Board, subject to the approval or ratification of the membership in good standing.

Section 4

All general policies for the conduct of the business and affairs of the Local Union, including among others, those relating to investments, the establishment of fiscal controls, and the acquisition and disposition of such assets as land, buildings, furniture, fixtures, office equipment and other such property used in the operations of the Local Union shall be established by the membership in good standing, upon recommendation of the Executive Board, and in accordance with the International Constitution and By-Laws.

ARTICLE 7

A. Membership Meetings

Section 1

Regular Membership Meetings shall be held on the first (1st) week of the month at a time and date TBA except as provided of Section 2 and 3 of this article.

Section 2

The President shall have the authority to change the meeting from the first (1) Monday of any specific month to another day that shall fall within two (2) weeks of the regular meeting date. Such a meeting shall be convened not earlier than 8:00 A.M. and not later than 8:00 P.M. All members shall be notified in writing prior to the

date of the meeting or prior to the first Monday of the month, whichever comes sooner, of the change of the meeting dates and the reasons for such change.

Section 3

The meetings for June, July and August may be suspended by a majority vote of the members present at a regular meeting.

Section 4

Special meetings shall be called by the President on petition of no less than fifteen (15) members, and no business, other than that for which said meeting is called, shall be conducted thereat. A majority of the Executive Board as well as the President shall also have the power to call a special meeting.

Section 5

A quorum of fifteen (15) members in good standing is required to open a meeting for the transaction of lawful business.

ARTICLE 8

A. Standing Rule for Meetings

The following rules of order shall be observed in all meetings by the Local Union.

Section 1

No business shall be taken up except in the order prescribed unless, on motion such irregularity shall be sanctioned by a majority of the members present.

Section 2

No motion shall be received or laid before the Local unless moved by two members, nor opened for discussion until stated by the presiding officer. When a question is before the Local, no other motion shall be in order, except, first (1st), to adjourn; second (2nd), to lay on the table; third (3rd), the previous question; fourth (4th), to postpone; fifth (5th), to refer; sixth (6th), to amend, which motions shall have precedence in the order in which they are here arranged. The first three (3) shall be decided without debate. The fourth shall also be decided without debate, unless it is proposed to postpone to a definite period, in which case it shall be debatable.

Section 3

Resolutions, amendments to the Constitution and By-Laws, and charges against officers and locals must in all cases be presented in writing, otherwise they shall not be considered.

Section 4

The mover of any verbal proposition shall, upon request of the chair or two or more members, reduce it to writing.

Section 5

Any member entitled to a vote may move for a division of the question when the sense of the same will admit to it.

Section 6

A motion to reconsider any former motion or vote shall only be made and seconded by members who voted with the majority.

Section 7

When the reading of any paper is called for and objected to, the question shall be decided by vote. A division of this Local shall be taken on any question and recorded at the request of five members.

Section 8

When members speak they shall rise and address the presiding officer, confining themselves strictly to the question under consideration. A member shall not be interrupted while speaking unless by the presiding officer, who may call to order or admonish to a closer adherence to the subject and to avoid all personalities. Nor shall a member be allowed to speak more than twice on the same subject without permission of the presiding officer. When two (2) or more members rise at once the presiding officer shall decide who shall speak first.

Section 9

On the call of a member for the previous question the presiding officer shall put it in this form: "Shall the main question be now put?" And until that is decided, it shall preclude all amendments to the question, and all further debate shall cease.

Section 10

All standing committees shall be appointed by the President.

Section 11

The officer or member presiding in the absence of the President, shall, for the time being, possess all the powers and privileges vested in the President by the Constitution and By-Laws of this Local.

Section 12

No subject of a partisan or religious nature shall at any time be admitted.

Section 13

No person, who is not a member, shall be allowed at any of the meetings without the consent of the Local.

Section 14

In the absence of a standing rule to apply to questions before the Local, recourse shall be had to Roberts' Rules of Order.

Section 15

Questions of order shall be decided by the presiding officer, but in case of an appeal from his decision the meeting shall determine the question without debate.

ARTICLE 9

A. Executive Board Meetings

Section 1

The Executive board shall meet at least once a month or at such other times as called by the President or a majority of the Executive Board.

Section 2

All members of the Executive Board shall be notified in writing in advance of a meeting. If time does not permit written notification, a notice delivered personally or by telephone may be substituted providing a waiver of notice is obtained, either before or after a meeting, from every Board member unable to be reached for notification or unable to attend. Any board member not available or not willing to waive his/her right of notification, shall have his/her vote recorded on the minority side of any vote taken by the board. Any Board member waiving his/her right of notification shall have his/her vote recorded as an abstention. A waiver of notice must be signed, dated, and on file with the secretary to be valid.

Section 3

A majority of the members of the Executive Board shall constitute a quorum.

ARTICLE 10

A. Nomination and Election of Officers, Trustees and Delegates

Section 1

Elected Officers, Trustees and Delegates and Eligibility.

(a) There shall be elected to office the following:

President

Vice-President

Business Representative

Secretary

Treasurer

Four (4) Executive Board Members at Large

Three (3) Members of Board of Trustees for the Union

Three (3) Members of Board of Trustees for Health and Welfare

Sergeant-at-Arms

Delegates to the International Convention

Alternates to the International Convention

(b) The Executive Board shall consist of President, Vice-President, Business Representative, Secretary, Treasurer, and four (4) Board Members at Large.

Section 2

The Board of Trustees for the Union and also for the Health and Welfare Fund shall consist of three (3) members each. The person receiving the highest vote in the election shall be the chairman of his respective Trusteeship. If the vote is a tie, the President shall have the power to appoint the chairman. Any Senior member of Local 504 shall not be declared ineligible as Trustee of Health and Welfare or Delegate because he holds any other office in the Local.

Section 3

To be eligible for office, other than as a Delegate, a person must have been a member in continuous good standing in this Local for a period of two (2) years and

shall have been actively engaged in the industry within the Local's Jurisdiction and have worked at least 120 days within the past 36 months and who is not disqualified from holding office under any applicable Governmental law. Time served as an officer or an employee meets the 120 day requirement. The continuous good standing for two years is not broken unless the member has been suspended under the Local's Constitution and Bylaws. Any member in good standing of this Local shall be eligible to serve as a Delegate.

ARTICLE 11

A. Nominations

Section 1

The elective officers of this Union shall be elected every three (3) years from secret ballot. Delegates to the International Convention shall be elected as provided in Part B of this Article.

Section 2

Only Members in good standing of this Local who fulfill the eligibility requirements of the International Constitution and any other specific eligibility requirements set forth by this Local shall be eligible for any elective or appointive office.

Section 3

Nominations for office, other than as International Convention Delegate, shall be made at the regular membership meeting in the month of November of election year. The membership shall be notified by mail at least twenty (20) days of the date, time, and place of the meeting and that nominations will be an order of business at the meeting. Such notices shall be mailed to the member's last known address.

Section 4

Any candidate who wishes to accept a nomination for any office or position must be personally present at the meeting, unless he/she has presented for him/her a written statement bearing his/her signature that he/she desires to accept the nomination for that particular office. Otherwise his/her name will not be considered as having been duly placed in nomination. A member will not be permitted to accept nomination for more than one (1) elective office, but this restriction will not apply in the case of nominations of delegates and Health and Welfare Trustees.

Section 5

Bona fide candidates for all elective offices or positions shall be nominated by one or more members in good standing at the nominating meeting. All members present at

said meeting and in good standing shall be given a reasonable opportunity to offer nominations.

Section 6

Immediately after the nomination for officers has been made and the determination of eligibility of bona fide candidates by the Local meeting, the President shall appoint a special election board consisting of four (4) senior members, but not members who are candidates for an elective office.

This board shall have printed a sample ballot and a voting ballot in the form approved by the Local membership, whereas the names shall be printed in alphabetical order under the office for which they have been nominated. All those in the office that have been re-nominated shall have the word "incumbent" printed next to their names, provided that this shall not apply in case of elections of delegates. At least fifteen (15) days prior to any election, an appropriate notice thereof shall be prepared for mailing and mailed to each member in good standing at his last known address. Said notice shall specify the date, time, and place for balloting at the election and designate the elective officers and positions to be filled. It shall include the sample ballot referred to in this Section.

Section 7

Any candidate who is unopposed for an office shall have his/her name placed upon the ballot.

Section 8

Only those members duly nominated shall be candidates for office. Write-in votes shall not be counted.

B. Delegates to International Alliance Convention

Section 1

The Business Representative and President, by virtue of his/her office, shall be first Delegate and second Delegate to the International Alliance Convention.

Section 2

Additional Delegates to the International Alliance Convention shall be elected in the following manner: Any member of this Local in good standing shall be eligible to become a candidate for Delegate. Candidates for Delegate shall be nominated at the regular membership meeting in the month of January, immediately preceding the Convention. The elections of Delegates shall be held at the regular membership meeting in the month of February immediately preceding the Convention. The candidate receiving the highest number of votes shall be the third (3rd) Delegate.

The candidate receiving the second highest number of votes shall be the fourth (4th) Delegate. This process would continue until we have nominated the maximum number of allowed Delegates by the International Constitution. The unelected candidate receiving the highest number of votes shall be the first (1st) alternate delegate. The second unelected candidate receiving the next highest number of votes shall be the second (2nd) alternate delegate. Any additional alternates would be selected using the same method used for the first and second alternates. (Refer to Article 13A, Section 5).

Section 3

All of the rules and regulations governing ballots, absentee ballots, and voting procedures applicable to the election of officers shall be applicable to the election of Delegates to the International Alliance Convention except for the months of Nomination and Election.

ARTICLE 12

A. Elections

Section 1

The President shall appoint an Election Board consisting of a chairman and three (3) other members who shall officiate as election judges of this Local Union and who shall not be candidates for any office or position at any election which they conduct.

The Election Judges shall conduct the election in the meeting hall of the Local Union or at such other suitable place as the membership at a local meeting shall designate. The polls for all elections shall be open for a minimum of six (6) hours on Election Day. General elections shall be held on the first (1st) Monday in December of the election year.

Section 2

The balloting shall be conducted in the following manner:

- (a) The voting for all Officers and Delegates shall be conducted by mail referendum. Not later than fifteen (15) days following the nominations at the regular membership meeting in November of the election year, the Election Committee shall direct the mailing of, an official ballot, an envelope and an instruction sheet. In cases of special elections, the Election Committee shall mail the above matter no later than fifteen (15) days prior to the date of the next regular or special meeting.
- (b) The Election Committee shall keep a list of the members to whom ballots have been mailed. The Election Committee shall provide a post office box at

a United States Post Office in Orange County, California for receipt of the ballots.

(c) The envelope shall be in two (2) portions and shall be in the following form:

1. An envelope addressed to the Elections Committee, I.A.T.S.E. Local 504, Box No. _____, (City in which Post Office is located), California, (Zip Code).

2. The upper left hand corner of the envelope shall be marked in the following manner:

Name of Voter (print) _____

Signature of voter _____

Permanent Address _____

The voter shall sign and fill in the above information.

3. An unmarked plain envelope shall be supplied into which the ballot is to be inserted by the voter. The envelope containing the ballot is then inserted in the mailing cover described in paragraphs 1 and 2 immediately above.

(d) The voter shall mark his/her preference on the ballot, without any identifying marks, enclose and seal the plain envelope, place the plain envelope, without identifying marks, inside the preaddressed envelope and fill in the corner as provided above. The voter shall have the choice of either mailing his/her ballot to the Election committee or hand carrying the ballot to the official polling place on the date of the election. If the voter chooses to mail his/her ballot, it must be received at the designated Post Office prior to the time and date specified on the instruction sheet enclosed with each ballot. If the voter hand carries his/her ballot to the official polling place, it must be deposited in the ballot box during the designated polling hours. Hand carried ballots must be brought to the official polling place by the voter in person. He/she must sign the voters' register.

(e) Upon receipt of the envelope containing the ballot, the Election Committee shall confirm the eligibility of the voter named on the identification corner. The Election Committee shall then remove from the mailing cover, the plain envelope containing the ballot and deposit same in the ballot box. Immediately upon reaching the official cut-off time the ballot box shall be opened, the envelopes containing the ballots shall be opened, the ballots removed and counted. A tally of all votes will be made and the results delivered to the Secretary of the Local by the Election Committee Chairman,

at which time the results of the vote shall be read to the membership. Ballots received with no signatures on the mailing cover will not be counted.

- (f) The Election Committee shall vote on the validity of any questionable ballot or ballots, and the decision of the Committee shall be final and binding. All mailing covers containing the signatures and address of the voter along with the completed ballots shall be delivered to the Secretary of the Local to be kept in his/her files for a period of one (1) year.

Section 3

On the day of the general election the four (4) members of the Election Committee shall supervise the balloting. There shall be at least two (2) members of the Election Committee present at all times while the polls are open.

Section 4

The Secretary of the Local, in conjunction with the Election committee, shall procure the tally sheet and the ballot box. It shall be the duty of the Election Committee to see that the Secretary of the Local Union preserves the ballots and all other records pertaining to the election for a period of one (1) year. The Local shall furnish breakfast for the Election Committee.

Section 5

The Election Committee shall supervise the balloting in such a manner as to assure that all eligible voters shall have an equal vote; that there shall be no proxy voting; that the secrecy of the ballot shall be preserved at all times; that no person shall interfere with, coerce, or restrain any eligible voter in the exercise of his election rights; and that adequate safeguards exist to insure the fairness of the election.

Section 6

The Election Committee shall be empowered to formulate such rules of conduct as they deem necessary to preserve order during the casting and counting of ballots.

Section 7

The Secretary of the Local shall supply the Election Committee with a list of the members who are eligible to vote according to the membership and financial records of the Local Union. He/she will obtain from the Treasurer of the Local Union the information pertaining to the financial standing of the members. Any member not on such list who claims he is entitled to vote shall make application to the Election committee to be added to the voting list provided he can prove he/she is entitled to vote.

Section 8

Each member in good standing shall be entitled to vote for or otherwise support the bona fide candidate or candidates of his/her choice. Each member in good standing shall be entitled to one (1) vote at any election, or any local membership meeting. In no event shall there be any proxy voting.

Section 9

Immediately upon closing of the polls (or cut-off time for receiving ballots) the Election Committee will count all ballots received and record the results on a tally sheet. The tally sheet will then be delivered to the Secretary of the Local by the Election Committee Chairman at which time the Secretary will read the results to the membership present.

Section 10

Any bona fide candidate who desires to have one (1) observer or watcher present at the polls and at the counting of the ballots may do so, provided the candidate shall designate the observer or watcher in writing to the Election Committee before the casting and counting of the ballots commence. Such observer or watcher must be a member in good standing of this Local Union. All candidates will be permitted to observe the counting of the ballots.

Section 11

In all elections, the bona fide candidate or candidates, if more than one is to be elected, receiving the highest number of votes for the particular office or position shall be declared elected. "Run-off" elections shall only be conducted where necessary to break a tie-vote among two (2) or more bona fide candidates which affect the outcome, in order to establish the required plurality.

Section 12

At the conclusion of the balloting in any election or "run-off" the canvass of the returns and the certification of the results of the election shall be made by the Election Committee. Such certification shall contain their determination as to the number of valid ballots cast for each candidate together with the number of void ballots of successfully challenged ballots, if any, in the election.

Section 13

Following the making of the certification of results as provided by Section 12 of this Article, the Election Committee shall deliver all ballots and election records to the Secretary of the Local Union in a sealed container to be preserved for at least one (1) year in accordance with Section 14 of this Article. Said sealed container shall not be reopened for one year unless a recount is ordered under Section 16 of this

Article, or a proper charge or challenge is entertained under Section 17 of this Article.

Section 14

The Secretary shall preserve all ballots and other records pertaining to the election for at least one (1) year after the ballots have been counted and the election results published.

Section 15

The determination of the Election Committee as to the eligibility of any person to vote, the validity of any ballot, and the numerical results of the balloting in any election, when certified and published to the membership in good standing in an appropriate manner shall be conclusive and binding upon all candidates, subject only to the right of appeal to the Local Union at its next membership meeting.

Section 16

Any demand for a recount of the ballots must be submitted within ten (10) days and can only be made by a defeated candidate. The membership shall rule on the validity of such demand at the next regular membership meeting.

Section 17

In the event any member of the Local Union, whether or not a nominee or candidate, claims that a violation of any provision of this Constitution and By-Laws or any applicable Federal or State law has taken place with respect to any election, either prior to or after the conduct thereof, he/she shall, within fifteen (15) days, file written charges setting forth with reasonable certainty the person or persons allegedly responsible, the nature of the alleged violation, the time and place of the alleged violation, and the facts constituting the alleged violation. All such charges or challenges shall be heard and determined by the membership at a regular meeting within sixty (60) days after they are filed. The decision on such charges or challenges shall be subject to any appeal. Any Officer, Election Committee Member or Local Union Member duly found guilty of an election violation as charged shall be subject to suspension, fine or expulsion.

Section 18

The newly elected officers shall be formally installed and obligated immediately following the announcement of the election results. Any elected officer who is not present to give his/her obligation will be permitted to sign a written copy of the obligation as set forth in Part B of this Article. The newly elected officers shall hold office for a term of three (3) years or until their successors are installed.

Section 19

Immediately following the completion of the election and installation, the Secretary of the Local Union shall forward the names and addresses of the newly elected officers to the General Secretary-Treasurer of the International Alliance.

ARTICLE 13

A. Vacancies: How Filled

Section 1

- (a) Upon the resignation, death, removal, or the absence of more than one (1) month without the sanction of the Local or the Executive Board, of the President, Business Representative, Secretary or Treasurer, that office shall be declared vacant. All members shall be notified by mail at least fifteen (15) days in advance that nominations to fill such office will be an order of business at the next regular or special meeting. The special election shall be held in the manner as set forth in Article 11, for regular election, except the provisions which refer to the time of nominations and elections. Said election shall be held within six (6) weeks after the office has been declared vacant or has been vacated by resignation, death or removal.
- (b) If there is only one nominee for the office, the Secretary shall cast a unanimous vote for that nominee and shall dispense with the need for a special election. The entire membership shall be notified in writing of the election of the officer.

Section 2

Upon the resignation, death, or the absence of more than one (1) month without the sanction of the Local or the Executive Board, any such office will be declared vacant and shall be filled by appointment of the President within four (4) weeks after the vacancy occurs. (AC3)

Any member of a committee who shall neglect or refuse to perform his duties shall be removed by the President and another member appointed in his/her place.

Section 4

Upon the resignation of any committee member, the President shall appoint another member to serve in his/her place.

Section 5

In the event that a member elected as a delegate to a convention is unable to attend that convention, an alternate delegate shall serve in his/her place. Alternate

delegates shall be selected from the unsuccessful candidates. This selection shall be determined by the number of votes that each received. The candidate with the largest number of votes will be the first (1st) alternate; the candidate with the second highest number of votes will be the second (2nd) alternate, and so on. The President or Executive Board shall select the alternate delegate according to the foregoing method.

Section 6

As provided by Union Agreement, any member elected to the office of Business Representative or Secretary, if he/she is placed on part time or full time employment by the Local Union, he/she shall, at the expiration of his/her term of office, have the right to return to the job he/she occupied prior to his/her election to said office. In the event he/she does not wish to return to his/her former position, his/her name shall be placed on the out of work list.

ARTICLE 14

Duties of Elected Officers, Trustees and Delegates

A. Executive Board

Section 1

The executive Board shall consist of the President, Vice-President, Secretary, Treasurer, Business Representative and four (4) Board Members elected at large.

Section 2

A majority of the Executive Board members must be present before any business can be transacted.

Section 3

The order of business and agenda, and manner of voting upon any question at any Executive Board meeting shall be determined by the majority of the Executive Board members except as otherwise provided herein.

Section 4

The Executive Board shall act for the Local during the interim between meetings and shall have the authority to do any act the Local can do, that must be done immediately but must at all times confine themselves to the Constitution and By-Laws of the Local; and must report all actions taken, in writing, to the Local at the following regular meeting; and shall at all times have jurisdiction over the Business Representative in the interim between membership meetings.

Section 5

The Secretary shall include in the Executive Board reports a roll call vote of the Executive Board in all decisions affecting the good and welfare of this Local. At no time can this Section be suspended by the motion of an officer or member of the Executive Board.

Section 6

Any Executive Board member shall have the right to have his/her vote recorded.

Section 7

The Executive Board shall have the power to excuse from special meetings, those members of the Local who are not working at the craft or who are outside of the geographical jurisdiction of the Local.

Section 8

Special meetings of the Executive Board shall be called by the President when required by the business of the Union, at such times and places as he/she deems appropriate. All Executive Board Members shall be notified in writing stating the time, place and purpose of such special meeting.

Section 9

The Executive Board shall investigate all complaints of members and decide if possible upon all questions in dispute between employer and employee, accepting any honorable means toward an amiable settlement that may be deemed essential to the best interest of the Local.

Section 10

The Executive Board shall decide upon all matters referred to them by the membership and their decisions shall be binding unless reversed by a majority vote of the membership present at a regular or special meeting of the Local.

Section 11

The Executive Board shall act as a Trial Board of this Local unless the member elects to be tried at an open meeting. They shall have the power to summon as a witness, any member, and those failing to answer may be adjudged in contempt and penalized for same by fine or suspension.

Section 12

The new Executive Board, upon being installed in office, shall act at the January meeting to appoint a senior member of Local 504 who is in good standing to the

position of Dispatcher for the Local. The Executive Board shall have the authority to remove the Dispatcher from his/her position and replace him/her with another senior member of Local 504 if the Executive Board deems it beneficial to the Local to do so.

B. President

Section 1

It shall be the duty of the President to preside at all meetings of this Local and Executive Board; call the members to order at the specified time; appoint all chair officers pro tem in place of absentees; and enforce due observance of the Constitution and By-Laws.

Section 2

He/she shall state any question proposed, that is in order, and have the deciding vote in case of equal division, except in the election of officers and delegates. It shall be his/her privilege to vote on all secret ballots.

Section 3

He/she shall have the power to call a special meeting of the Executive Board or Local when he deems it necessary.

Section 4

He/she shall, at the inception of his term, appoint members to all standing committees, or special committees that may be current, and also appoint all delegates except as already provided for. (Refer to By-Law 46)

Section 5

It shall be the duty of the President to act in an advisory capacity with respect to the administration and business affairs of this Local.

Section 6

In addition, he/she shall sign all reports required by the Local Union under Title II of the Labor-Management Reporting and Disclosure Act of 1959, also he/she shall sign all Minutes of the Executive Board and the Local Union and perform such other duties as may be required of the President of a Labor Organization.

Section 7

When it is necessary for the President to lay off his/her job to attend a committee meeting, his/her replacement shall be paid for by the Local for the actual time

consumed in traveling from and returning to his/her job. At no time shall the replacement receive less than a four (4) hour minimum call.

Section 8

He/she shall sign all orders on the Treasury legally authorized.

Section 9

The President and the Business Representative or Committee Chair and the Business Representative shall sign all contracts or agreements negotiated and Ratified by the Local with the employers.

Section 10

The President shall be delegate to the "International Convention."

C. Vice-President

Section 1

In the absence of the President, the Vice-President shall preside and otherwise perform all duties of the President. If the President and Vice-President are both absent, the Secretary shall call the meeting to order and those present shall choose one of their numbers to act as chairman for the time being.

Section 2

He/she shall be a member of the Executive Board and have a vote on all matters.

Section 3

He/she shall assist the President in maintaining order during all meetings.

D. Secretary

Section 1

It shall be the duty of the secretary to attend all meetings of the Local and the Executive Boards. He/she shall keep minutes of all proceedings of the Local and the Executive Board and faithfully and regularly record the same in a book provided for that purpose. He/she shall write down the name of the maker of all motions and the name of the member who seconds the motion. He/she shall sign all minutes of the Local and the Executive Board.

Section 2

He/she shall keep a duplicate copy of all correspondence and shall keep the Seal of the Local in his/her possession.

Section 3

He/she shall keep a book wherein all amendments, rulings and motions pertaining to the laws within the Union shall be entered. It shall also be his/her duty to read all papers, Sections of the Constitution and By-Laws, reports of Committees, etc., which may be ordered read. When reporting the minutes of the previous meeting, he/she shall read them as then written in the book of minutes.

Section 4

He/she shall officially notify all applicants who are elected members of the Local of such elections. Upon the election to office of any member not present, he/she shall notify such member of his/her election to office within five (5) days. Whenever a committee has been appointed, he/she shall notify each member thereon of the members composing such committee, and further inform them of the resolution, matter, or question referred to them.

Section 5

It shall be his/her duty to notify all members by mail at least four (4) days prior to the date of all regular or special meetings of the Local or any proposed amendments or assessments, suspension of any article or Section of the Constitution or By-Laws, nominations and elections, or charges to be served on any member personally, or by registered mail.

Section 6

He/she shall receive and dispatch all communications for the Local.

Section 7

He/she shall sign legally authorized checks drawn on the Local's treasury when the President or Treasurer is unavailable or when instructed to do so by the President. (Refer to Article 14-B Section 8).

Section 8

He/she shall, at the beginning of his term, prepare a membership directory listing the names of the members, home address and phone number, place of employment and phone number. A copy shall be furnished to each member in good standing.

Section 9

He/she shall notify the membership when any member of the Local passes away.

Section 10

Together with the President, he/she shall sign all further information and financial reports, required to be filled out by the Local Union under Title II of the Labor-Management Reporting and Disclosure Act of 1959 and perform such other duties as may be required of the Secretary of a Labor organization or corresponding principal officer under said Act. He/she shall also file the form LM1A (Labor Organization Informational Supplement) with the U. S. Department of Labor by May 15th of each year in which a Constitutional or By-Law change was made.

Section 11

He/she shall not incur any indebtedness in the name of the Local without having first received the sanction of the Local, or the Executive Board.

E. Treasurer

Section 1

The Treasurer shall receive all money due the Local except such money that rightfully belongs to the Health and Welfare Fund of the Local.

Section 2

It shall be his/her duty to keep an accurate set of books wherein is recorded all financial transactions of the Local.

Section 3

It shall be his/her duty to render a financial statement to the Local at the first meeting of each quarter. At the first meeting in the quarter, he/she shall submit a report of all delinquent members.

Section 4

He/she shall not disburse any money unless instructed by the Local or the Executive Board.

Section 5

He/she shall deposit all funds received by him/her in a bank selected by the Local. Withdrawals legally authorized shall be made only by the joint signatures of the Treasurer and the President, or the Treasurer and the Secretary, or the President and Secretary if the Treasurer is unavailable. (Refer to Article 14-B Section 8).

Section 6

He/she shall, when ordered by the Local, turn over all books and funds received by him/her, to the Local. He/she shall deliver to his/her successor all the property to the Local.

Section 7

Together with the President, he/she shall sign all further informational and financial reports, required to be filed by the Local Union under Title II of the Labor-Management Reporting and Disclosure Act of 1959 and perform such other duties as may be required of the Treasurer of a labor organization or corresponding officer under the Act. He/she shall also file appropriate LM form (Labor Organization Annual Report) with the U. S. Department of Labor by May 15th of each year.

Section 8

The Treasurer shall be responsible for recording and enforcing fines in accordance with By-Law Section 4. He/she shall provide the dispatcher with an accurate accounting of persons not in good standing monthly.

Section 9

The Treasurer will insure that the President, the Secretary, and the Board of Trustees have access to view copies of all financial records, with all personal information redacted, for for the purposes of evaluating expenses and reviewing budgets.

F. Business Representative

Section 1

The Business Representative shall have general supervision of the business of the Local in conjunction with the Executive Board, and shall attend all of the meetings of the Executive Board. He/she shall perform such duties as the Local and the Executive Board may require of him/her. He/she shall have the power to cite any member to appear before the Executive Board for questioning as to any matter affecting the welfare of the Union. He/she shall be a member of the Executive Board and have a vote on the Executive Board.

Section 2

He/she shall report to the Executive Board all alleged violations by members of the laws of the Local.

Section 3

He/she shall be in charge of all organizing and other concerted economic activities duly undertaken by this Local Union, but shall not call any strike without the sanction of the Local Union, as provided by the International Constitution and By-Laws.

Section 4

He/she shall administer all contracts of the Local Union, process all grievances of employees there under, and otherwise represent the Local Union and the members in all collective bargaining activities.

Section 5

He/she shall represent the Local Union in conducting its relations and transactions with employers, other organizations, and the general public, as authorized.

Section 6

He/she shall report, in writing, all rulings, interpretations, adjustments, and settlements to the Executive Board and to the Local Membership for their approval or rejection.

Section 7

He/she shall call on all parties concerned in the case of a member receiving notice of his/her termination and use every effort to adjust the controversy. He/she shall report his/her findings to the Executive Board.

Section 8

He/she shall not incur any indebtedness in the name of the Local without having first received the sanction of the Local or the Executive Board.

Section 9

The Business Representative shall be empowered to sign union contracts along with either the President or the Negotiating Committee Chair.

Section 10

He/she shall be allowed expenses for his/her automobile and phone, as provided in Article 16, Sections 10 and 11, and other expenses as necessary in carrying out the duties of his/her office.

Section 11

He/she shall be a member of all negotiating committees.

Section 12

He/she shall be a Delegate to the International Alliance Convention.

Section 13

The Business Representative or his/her duly authorized agent shall have the authority to execute signed agreements with exhibitors to cover short term engagements such as but not limited to those held at the Anaheim Convention Center. The basic form for these agreements shall be Form 504-10. All other contracts negotiated for this Local shall be subject to ratification by the Membership.

Section 14

The Business Representative shall inform the Dispatcher of any labor needs known to him/her within the jurisdiction of our craft.

Section 15

The Business Representative shall submit a written report of his/her activities at each Executive Board and Membership meeting. This report shall become a record for the Local. The President and the Business Representative shall sign same after the report is approved.

G. Board of Trustees

Section 1

The books of this Union must be audited every six (6) months by the Board of Trustees, who will make a detailed report of their findings at the next regular meeting. The Board of Trustees shall have general supervision of all monies and properties belonging to this Local. The Trustees shall examine all bank accounts and bank statements every six (6) months. They shall keep a close watch of various Local funds, and shall make recommendations to the Executive Board and the Local membership of any necessary transfer of funds from one account to another. No money shall be drawn from any bank or any valuables taken from any safe deposit box unless especially ordered by a Local membership meeting.

Section 2

The Board of Trustees is charged with the responsibility of seeing to it that any officers and employees of this Local Union, who handle its funds and property, are bonded when deemed necessary and when required by law for the faithful discharge of their duties to the extent and in the amount and form required by law. The expense of such bonds shall be borne by the Local.

Section 3

In addition to the specific duties enumerated in this section, the Board of Trustees shall be generally charged with the duty and responsibility for determining whether specific disbursements or expenditures are bona fide, regular and in accordance with this Constitution and By-Laws, the International Constitution and By-Laws, and the applicable resolutions or actions of a Local membership meeting.

Section 4

The Board of Trustees shall also be responsible for seeing that all books and records of the Local, used as a basis for preparing reports required by law to be filed with the Government, are preserved for at least five (5) years from the dates such reports were filed.

H. Sergeant-at-Arms

Section 1

It shall be the duty of the Sergeant-at-Arms to be present at all meetings to see that all members, officers and visiting members sign the membership roster (a book used for this purpose), and allow no person to enter who does not show a paid-up membership card, except as authorized by the governing body. He/she shall not admit any member, perceptibly under the influence of liquor, and under direction of the presiding officer, enforce compliance with the meeting rules and regulations of this Local.

Section 2

Together with such assistants as may be appointed by him/her, with the approval of the President, he/she shall carry out his/her duties at all times in such a manner as to see that the legal rights and privileges of all members in good standing to participate in membership meetings in accordance herewith are not unlawfully abridged by any person through use of force, violence, restraint, coercion, intimidation or threats thereof.

I. Board of Trustees for Health and Welfare

Section 1

The Members of the Board of Trustees for Health and Welfare shall represent Local 504 on the Board of Trustees for Orange County Projectionists & Allied Workers Health and Welfare Trust Fund. They shall be empowered to appoint a person to keep the records of the I.A.T.S.E. Pension Fund payments made on behalf of persons working in the jurisdiction of Local 504. The person keeping such records shall be paid the sum of Fifty dollars (\$50.00) per quarter per year by the Treasurer from funds of Local 504.

J. Delegates to International Alliance Convention

Section 1

The Delegates shall perform their duties as prescribed by the Constitution and By-Laws of the International Alliance and report thereon at the next regular meeting following the convention in person.

ARTICLE 15

Duties of Appointed Officials

A. Shop Steward

Section 1

A Shop Steward shall be appointed to serve at each place of employment on each shift that employs five (5) or more employees in the jurisdiction of this Local. The Shop Steward shall be appointed by the Executive Board, and the appointment shall be subject to ratification by the membership. Upon the petition of 15 employed members in good standing at a regular place of employment, a request for an appointment or removal of a shop steward may also be submitted directly to the membership for appointment and ratification after the entire membership has been notified. The Shop Steward shall be a member in good standing and he/she shall be regularly employed at the place of employment at which he/she serves as Shop Steward. It shall be the duty of the Shop Steward to receive complaints of employees, to report same to the Business Representative, and in conjunction with the Business Representative to attempt settlement with management. The Shop Steward shall also report any infractions of the Local's Constitution and By-laws to the Executive Board. In no event shall the Shop Steward supersede the duties of the duly elected Business Representative. It shall be the responsibility of the Shop Steward to report to the Business Representative any infractions of jurisdiction brought to his attention.

Section 2

On any job of a temporary nature with two (2) or more, the Business Representative shall select a Shop Steward from a list of members dispatched to such job. (AC4) Under no circumstances shall the Business Representative appoint himself as the Shop Steward, except in the case of an emergency and with the approval of the President.

Section 3

Any member has the right to approach any Shop Steward.

Section 4

The Steward shall send one copy of the payroll to the Business Representative. The Business Representative shall have copies made and forwarded to the Dispatcher and Treasurer.

Section 5

For all intents and purposes a Shop Steward shall be considered a representative of Local 504 and he/she shall not be construed as an officer of Local 504. A Steward does not have to be a Senior Member nor does he/she have to have been a member of Local 504 for any specific period of time.

B. Dispatcher

Section 1

It shall be the duty of the Dispatcher to utilize qualified employees for all positions under the lawful seniority provisions. He/she shall first consider the manpower needs of the Local in the assignment of work. In addition, the Dispatcher shall consider seniority, work load and the desire of the individual to work in the work assignments being made. Dispatching procedures will be recommended by the dispatching guidelines committee subject to the approval of the membership. Once implemented, no changes shall be balloted upon until after the changes have been mailed out to the entire membership, and the entire membership notified that the change will be an order of business at the next membership meeting.

Section 2

The Dispatcher shall keep regular and orderly records of all persons working on regular assignments within the jurisdiction as well as all those who have worked or are qualified to work these assignments.

Section 3

The Dispatcher shall keep regular and orderly records of all persons working within the jurisdiction of Local 504 desiring casual assignments; i.e. relief work, part time work, stage, lighting and sound assignments, etc.

Section 4

The Dispatcher shall attend all meetings and submit in writing to the Executive Board and Membership a monthly report of all jobs dispatched, the nature of the job, the names of the persons dispatched and their classification should they be a non-member, i.e. member of a sister local of this Alliance or a casual worker having passed his/her examination.

Section 5

The Dispatcher shall diligently submit to the Secretary a written report before each and every monthly meeting of the Local. The report shall include the following:

- a. Job assignments not covered by personnel.
- b. Job assignments covered after the scheduled report to work time.
- c. The reasons for the occurrence of such failures.

Section 6

The Dispatcher shall be provided with proper telephones and shall be required to keep an itemized toll call sheet as provided in Article 16, Section 13 of this Local's constitution and By-Laws.

Section 7

The Dispatcher shall work five (5) days per week and shall cover the jobs as soon as reasonably possible after notification.

Section 8

The Dispatcher shall not dispatch any person who has not met his/her financial obligations to the Local Union. (Refer to By-Law 7).

Section 9

For all intents and purposes a Dispatcher shall be considered a representative of Local 504, I.A.T.S.E. and shall not be construed as an officer of Local 504, I.A.T.S.E.

C. Relief Dispatcher

Section 1

A Relief Dispatcher shall be appointed by the Executive Board. The Relief Dispatcher must be a Member of Local 504 in good standing.

Section 2

The Relief Dispatcher shall perform all of the duties of the Dispatcher that must be performed on the two regular days off of the Dispatcher. The Relief Dispatcher shall also perform the duties of the Dispatcher when the Dispatcher is on vacation or otherwise not available for duty.

Section 3

The Dispatcher shall supply the Relief Dispatcher with a list of persons that may be dispatched to jobs and whatever other pertinent information available that is required for the Relief Dispatcher to properly function.

Section 4

It is expected that the Dispatcher and Relief Dispatcher will work together with a spirit of cooperation for the overall benefit of Local 504.

D. Other Delegates

Section 1

All delegates other than delegates to the International Alliance Convention shall be appointed by the President of the Local Union and subject to the ratification of the membership present at a regular meeting of this Local Union.

Section 2

Other Delegates shall attend meeting of the bodies or conventions to which they are accredited and shall report thereon to the membership at the next regular meeting.

E. Examining Board

Section 1

The members of the Examining Board shall examine all applicants as to their qualifications to become members of this Local.

Section 2

It shall be necessary that a majority of the members of this board be present before any business can be transacted by them.

F. Assistant Business Representative

Section 1

The Assistant Business Representative will work the days off of the Business Representative. This position will be selected by the Business Representative, with the approval of the Executive Board, every three years following the election and installation of the new Executive Board. The Business Representative may at any time discharge the Assistant Business Representative with the approval of the Executive Board. The Assistant Business Representative will not automatically be considered to be a member of the Executive Board.

ARTICLE 16

A. Compensation of Officers and Officials

Section 1

The President shall receive a stipend of \$500.00 per quarter.

Section 2

The Secretary shall receive a stipend of \$1,000.00 per quarter.

Section 3

The Treasurer shall receive a stipend \$1,000.00 per quarter.

Section 4

The Vice President shall receive a stipend of \$250.00 per quarter.

Section 5

The Members at Large of the Executive Board and Board of Trustees (AC1) shall receive a stipend of \$200.00 per quarter.

Section 6

The Business Representative shall receive the sum of \$1500.00 per week. This position shall be considered "full time". Therefore, the Business Representative shall be compensated with the following benefit package:

1. Health and Welfare benefits equal to (Forty) 40 hours weekly.
2. Annuity benefits shall be paid at the percentage rate concurrent with the standing Casual Collective Bargaining Agreement, paid through the existing I.A.T.S.E. Local 504 plan. Provisions should also be made available for the Business Agent to self contribute to this plan up to the maximum legal limit.
3. Four (4) weeks of paid vacation per calendar year.
4. An annual cost of living adjustment (COLA). Effective the first pay period in January and concurrent with the rate of the collective bargaining agreement (CBA) of either the Disneyland Resort or the Orange County Performing Arts Center, whichever is the greater, current calendar year's adjustment (COLA). (COLA) to remain in effect for the next Business Representative to serve after the incumbent.

While holding office, the "full time" Business Representative shall not be allowed any of the following:

1. Employment within or outside the jurisdiction of I.A.T.S.E. Exclusive of a home based type business not to exceed 10 hours per week.
2. Employment with any signatory or non-signatory employer of I.A.T.S.E. Local 504.
3. To hold any supervisory, head of department or stewardship position within or outside the jurisdiction of I.A.T.S.E. Local 504.

Section 7

The Dispatcher shall receive the salary exempt of \$1,200.00 per week to start at the beginning of the next pay period. This position shall be considered "full time". Therefore, the Dispatcher shall be compensated with the following benefit package:

1. Health and Welfare benefits equal to (Forty) 40 hours weekly.
2. Annuity benefits shall be paid at the percentage rate concurrent with the standing Casual Collective Bargaining Agreement, paid through the existing I.A.T.S.E. Local 504 plan. Provisions should also be made available for the Dispatcher to self contribute to this plan up to the maximum legal limit.
3. Three (3) weeks of paid vacation per calendar year.
4. An annual cost of living adjustment (COLA). Effective the first pay period in January and concurrent with the rate of the collective bargaining agreement (CBA) of either the Disneyland Resort or the Orange County Performing Arts Center, whichever is the greater, current calendar year's adjustment (COLA). (COLA) to remain in effect for the next Dispatcher to serve.

Section 8

The Sergeant at Arms shall be paid an annual stipend equal to the amount of his annual membership dues payable by the Local effective January 1.

Section 9

Anyone serving as a Relief Dispatcher shall receive the same pay and Health and Welfare benefits as the Dispatcher proportional to the hours served.

Section 10

The Delegates to the International Convention shall receive a minimum sum of \$500.00 each from the Local; this is in addition to any monies from the International Alliance.

Section 11

The Delegates to the District Council meetings shall receive the sum of \$20.00 each.

Section 12

The Delegates to the Orange County Central Labor Council shall receive the sum of \$20.00 for each meeting attended.

Section 13

Any member using his/her car for conduction of Local business shall be paid mileage based on the current federal rate per mile for use of his/her car.

Section 14

The Business Representative, Secretary and or any other Officer using their phone for Local Business shall be reimbursed by the Local for same.

Section 15

Any expense incurred by anyone who is doing work for the Local shall be paid by the Local union. The membership reserves the right to question any itemized expense and may vote to approve or deny the expense by majority vote. If an expense is found to be unacceptable to the membership, the responsible party shall reimburse the Local for the expense. (AC5)

Section 16

Any member who is required to take time off from his/her job to attend to Local Business shall be reimbursed by the Local for the amount of time taken off by the Local or the employer.

Section 17

A member replacing a member who has taken time off his/her job to attend to Local Business shall receive not less than four (4) hours time to be paid by the Local or the employer.

Section 18

All Officers and Delegates of the Local shall pay the same percentages, fees and assessments as all other members, except the Business Representative and Dispatcher shall not be required to pay percentage on their salaries from the Local. All compensation paid to Officers and Delegates that does not constitute a reimbursement of wages shall not be subject to payment of percentage.

Section 19

The Assistant Business Representative, when working as the Business Representative shall receive the same pay, Health and Welfare and Annuity benefits as the Business Representative. Pay is pro-rated to a daily rate equal to one-fifth (1/5) the weekly salary and benefits of the Business Representative up to the maximum of the weekly rate of the regular Business Representative.

ARTICLE 17

A. Transfer and Reinstatement

Section 1

Any member of another Local of this Alliance wishing to transfer his/her membership to this Local shall present his/her application as a new member together with a transfer card from the Local of which he/she was a member.

Section 2

The application shall be acted upon in the same manner as all other applications for membership in this Local.

Section 3

The transfer fee for this procedure as set forth in Section 2 of this Article shall be \$500.00 for an Apprentice Member and \$1000.00 for a Senior Member, plus a \$100.00 non-refundable application fee.

B. Reinstatement of Members

Section 1

Any member who has been suspended from membership shall be required to pay a reinstatement fee of \$100.00, together with all financial obligations that may have accrued against him/her during the period of his/her suspension.

Any member who has been expelled shall be required to make an application as a new member and shall be governed by all conditions pertaining to same, and meet all financial obligations accrued prior to expulsion. Members who have been

expelled from this Alliance for failure to pay financial obligations may be re-admitted at the option of the local union provided the local pays to the International all per capita and the member pays to the local all dues or assessments accrued during the period of expulsion.

ARTICLE 18

A. Revenues - Dues and Initiation Fees

Section 1

The dues payable by each member shall be the sum of the amounts charged by the International per quarter per capita, plus defense fund contributions owed by the local per member, plus all per member contributions owed by the local to its member organizations, plus \$2.00, rounded to the next highest dollar per quarter, payable in advance plus two percent (2%) of his/her Gross earnings from work performed under the jurisdiction of this local. (Refer to Article 19A, Section2).

Section 2

Said dues shall be payable on the first day of each Quarter and in no case be paid later than the 15th day of each Quarter. Stamps shall be mailed to each member. It shall be the responsibility of each member to affix stamps to his/her card. Membership cards mailed to members in the first quarter of the year shall have the appropriate number of stamps, based upon payment received, affixed to the membership card prior to mailing. (AC2), (AC6)

Section 3

All I.A.T.S.E. members working within the jurisdiction at the trade will be required to show proof of their total gross earnings at the end of each calendar year. Such proof must be presented to the Board of Trustees by the end of the first quarter of the following year.

Section 4

The percentage rate may be changed by resolution, properly submitted after the entire membership has been notified by mail.

Section 5

The initiation fee for Senior Membership in this Local shall be One thousand dollars (\$1000.00).

- (a) The President shall have the authority, with the approval of the Executive Board, to waive Article 3-B Section 3 and Article 18 A Section 5 in order to facilitate organizing efforts within the jurisdiction of the local.

Section 6

The initiation fee for an apprentice or junior member in this Local shall be one-half (1/2) of the fee for a Senior member. (Refer to Article 3F, Section 1(c)).

Section 7

The initiation fee may be reduced by two-third (2/3) vote of the membership for organizational purposes.

Section 8

Any member making false returns or misrepresenting the gross amount of salary or wages received shall pay double the amount of percentage due upon trial and conviction.

B. Assessments

Section 1

If at any time the receipts of this Local do not equal expenditures, or in the event of a financial emergency not otherwise provided for, the Local may levy an assessment on the membership of this Local.

Section 2

Members who pay dues after the fifteenth (15th) day of the first month of each quarter shall be adjudged in arrears and delinquent. Such delinquent members shall be fined fifty dollars (\$50.00) for each month or portion thereof that he remains in arrears.

Section 3

No member shall be excused from payment of fines levied except upon written application to the Local, stating the reasons he/she should be excused and only then, upon the consent of the majority of the members present at a regular meeting of the Local.

Section 4

Any member in arrears for dues, and/or fines and assessments or Health and Welfare indebtedness equal to three months dues for a period exceeding thirty (30) days shall be deemed not in good standing. The Business Representative shall notify management that the member is in arrears and the procedure as set forth in the Labor-Management Act of 1959 shall be followed. The member shall be fined one-hundred dollars (\$100.00) as a reinstatement fee; such fee shall be in addition to the penalties due under the provisions of Part B, Section 2, of this Article.

C. Investments

Section 1

The Executive Board, subject to the approval of the membership, shall be permitted to invest the surplus money of this Local in United States or Canadian Government Bonds and other legal investments.

D. Increase in Dues

Section 1

The amount of dues provided for herein shall not be changed except by a secret ballot on a resolution presented after the entire membership has been duly notified.

E. General Fund

Section 1

There shall be established and maintained a "General Fund" in the name of the Local wherein all monies received by the Local are maintained; excepting in the case of one-half of the initiation fees, that are deposited in the "Defense Fund" (See Article 19, Section 2).

Section 2

The purpose of the "General Savings Fund" is to replenish the "General Fund" when said fund reaches a minimum of \$1,000.00.

Section 3

The money deposited in the General Fund shall be used for the operating and general expenses of the Local.

Section 4

Withdrawal of these funds may be made by the President and Treasurer, or the Secretary and Treasurer if the President is unavailable. All withdrawals must be approved by the Executive Board and/or the general membership.

Section 5

Financial matters concerning dues and percentages brought before the membership shall be subject to a majority vote, by secret ballot, taken by mail in accordance with the provisions established under Article 12 of this Constitution where they apply.

ARTICLE 19

A. Special Defense Savings Fund

Section 1

This fund shall be placed in a savings account in a bank chosen by the Treasurer and shall be in the name of Local 504, I.A.T.S.E. and withdrawal shall be subject to signatures of the President and the Treasurer or the Secretary and the Treasurer Defense Savings Fund.

Section 2

This fund shall be set at maximum of \$100,000.00 per each account. One half of the initiation fees received by the Treasurer along with a Five dollar (\$5.00) per member per quarter from the Stamp Dues shall be deposited in the Special Defense Savings Fund. (Refer to Article 18A Section 1).

Section 3

The Special Defense Savings Fund may be withdrawn at any time for the expressed purpose of the defense of the local and its jurisdiction. An approval of two-thirds vote of the membership in attendance at a regular or a special meeting is required provided however, that the entire membership has been given due notice in writing prior to the meeting.

Section 4

Any member having the authority to withdraw money in any amount from this Special Defense Savings Fund, and so doing without first receiving two-thirds vote as provided for in Section 3 of this Article, will be expelled at once after trial and guilty verdict without further obligations or lenience.

ARTICLE 20

A. Health and Welfare Plan-Administration and Eligibility

Section 1

It is mandatory upon the projectionist in charge of the Booth to see that the Health and Welfare forms are given to him/her by the Secretary-Treasurer of the Health and Welfare Plan at the Union headquarters are made out in four (4) copies. On the first of each month one (1) copy is to be retained in the projection booth, and three (3) copies shall be distributed as directed by the Secretary-Treasurer of the Health and Welfare Fund. Failure to comply with this Section will result in a penalty of ten dollar (\$10.00) fine for the first offense, and a twenty dollar (\$20.00) for a second offense.

ARTICLE 21

A. Out-of-Town Members

Section 1

Members of sister Locals of the Alliance working in the jurisdiction of this Local shall pay the same percentage of gross earnings as the regular members of this Local may be required to pay, but they shall not be required to pay quarterly dues to this Local.

ARTICLE 22

A. Good Standing

Section 1

Members in good standing of this Local shall enjoy all rights, privileges, and benefits of this Constitution and By-Laws.

Section 2

Failure on the part of any member to pay any financial obligation to this Local within thirty (30) days after same became payable shall result in such member being automatically declared not in good standing and suspended. A member not in good standing who has been suspended shall be deprived of the right to hold office, to attend meetings and to vote. If such default continues for a period of more than six months from the date the financial obligation first became payable and should the member fail to pay up his/her full indebtedness within ten days after written notice by certified mail of his/her default has been sent to him/her, the member shall be deemed automatically expelled unless prior thereto, he/she has been granted an extension of time to pay by vote of the membership. Such notice must itemize by amount, date and nature of the indebtedness, the outstanding financial obligations of the member for the non-payment of which the notice is being sent.

Section 3

The term "In Good Standing" as used in this Constitution and By-Laws shall be construed to mean that the member has fully complied with all his obligations to the Local not only financially but in all other regards.

ARTICLE 23

A. Discipline of Members

Section 1. Grounds

In addition to the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall breach his/her duty as a member by violation of the express provision of this Local Union's Constitution and By-Laws or by such conduct as is detrimental to the advancement of the purposes which this Alliance pursues, or as would reflect discreditably upon the Alliance, shall be subject to discipline in the manner set forth in the sections following. Charges filed against officers of the Local shall be filed pursuant to this Article.

Section 2. Fair Trial

Nothing in the provisions of this Local's Constitution or By-Laws shall be construed to deprive a member charged with a violation thereof of the right to a fair trial whereby his guilt or innocence may be determined, with the exception that a member who has defaulted in the payment of any dues, fees, fines or assignments lawfully imposed shall not be entitled to stand trial, but shall be punished summarily as this Constitution and By-Laws provide.

Section 3. Charges

All charges against a member of this Alliance for a violation of the provisions of this Local's Constitution or By-Laws must be in writing, in the form of a sworn affidavit, reciting clearly the offense charged, the name of the accused, the time, place, and nature of the violation, over the signature of the accuser, together with a statement of the names of all witnesses to the offenses charged who shall be known to the accuser.

Section 4. Penalty for Preferring False Charges

If false charges shall be maliciously preferred against any member, the person or persons preferring such charges shall be fined Five Hundred Dollars (\$500.00), the fine to be imposed upon the acquittal of the member accused.

Section 5. Charges Filed in Duplicate

Charges shall be filed in duplicate, but only the original need bear the seal of the Notary Public before whom the affidavit was sworn.

Section 6. To Whom and When Preferred

Charges shall be filed with the Secretary of the local. Charges must be filed with the Local within sixty (60) calendar days after the offense becomes or should have

become known to the person making the charge. If the Secretary of the local is the charged party, the charges may be filed with any other officer of the Local who is not a charged party.

Section 6A. Charges Against a Local Officer

Charges shall be filed with the Secretary of the Local. If cognizance is taken of the charges, the Executive Board of the Local may, if it deems it necessary or advisable, temporarily suspend the accused from office and, in that event, further payment of salary to such officer shall be withheld pending the outcome of the trial. If the accused was temporarily suspended from office pending the outcome of the trial, and he/she is not found guilty after the trial, he/she shall be immediately reinstated to office with pay for the period he/she was under suspension. Whenever an officer of the Local, against whom charges are preferred, is temporarily suspended from office, such officer shall be entitled to a trial no later than thirty (30) days after the date of his/her suspension. In the absence of extenuating circumstances, failure of the Local to comply with the foregoing requirement shall result in dismissal of the charges by the President.

Section 7. Withdrawal of Charges

After charges have been filed with the Secretary of the Local they shall not be withdrawn unless the member accused shall consent to withdrawal.

Section 8. Publication of Charges

After the Local has taken cognizance of the charges, they shall be read at the next regular meeting by the Presiding officer. No debate or discussion shall be permitted, but the presiding officer shall request those having personal knowledge of any of the facts alleged in the charges to submit their names as witnesses to the secretary of the meeting. The presiding officer shall refer the charges to a Trial in accordance with the Constitution or By-Laws of the Local.

If no regular membership meeting is scheduled within a period of 30 days after the date cognizance of the charges is taken, or if a meeting is scheduled but no quorum is present, the charges shall then be read by the presiding officer at the meeting of the executive board of the Local, to be scheduled no later than 10 days after the end of such 30-day period.

Section 9. Waiver of Trial

If charges as required by Section 3 hereof have been filed, the accused may plead guilty and waive the holding of the trial provided he/she does so in a written notarized and witnessed statement and has been advised in writing as to the range of penalties that may be imposed upon him/her by reason of such plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused who pleads guilty to charges shall be deemed to have

waived his/her right on any appeal to raise any question concerning his/her guilt or innocence and his/her appeal in that event shall be limited to the questions of the appropriateness of the penalty or penalties imposed upon him/her. No stenographic transcript or tape recording shall be required if a plea of guilty is entered in accordance herewith.

Section 9A. Notice

Within one (1) week after reference of the charges the Executive Board or committee shall cause to be served upon the accused personally, or by certified mail to his/her last known address, a duplicate copy of the charges, and shall notify him/her of the time and place appointed for the hearing thereon. Provided, that such notice shall be served or sent to the accused at least fifteen (15) calendar days prior to the date for the hearing.

Section 10. Postponements

Should the accused be unable for proper cause to attend the hearing at the time and place designated, he/she shall, at the discretion of the Executive Board or committee, and upon application, be granted a postponement or continuance to some place and date agreed upon.

Section 11. Appearance for Trial

If the accused so desires, he/she may waive the right of appearing before the Executive Board or committee for hearing upon the charges preferred against him/her, or may designate a fellow member as counsel to appear for him/her and conduct the defense. Provided, that waiver of appearance shall not be prejudicial to the accused, and trial shall, if he/she fails to appear, proceed in his/her absence. The Board or Committee hearing all evidence and basing its decision as to the guilt of the accused solely thereon.

Section 12. Trial Body

The Executive Board or committee of the Local, as provided by its Constitution or By-Laws, shall sit as a trial body to hear all evidence upon the charges, and to determine the guilt or innocence of the accused and make recommendations as to the penalty to be imposed if found guilty.

Section 13. Challenges

The accused shall have the privilege of challenging the right of any member of the Board or Committee to sit upon his/her case, and in the event of such a challenge, the other members of the Board or Committee shall pass upon its validity, sustaining or overruling it.

Section 14. Trial in Open Meeting

Where the accused shall be aggrieved by the ruling of the Board or Committee upon his/her challenge of an individual member or members, he/she shall have the election to proceed before the Board or Committee, waiving his/her challenge, or to demand trial before the members of the Local in open meeting. Provided, that if he elects to be tried in the last-named manner the hearing shall be conducted in the manner set forth for trials before the Board or Committee.

Section 15. Hearing

The accused shall, at the hearing upon the charges, have the right to present his/her defense in full, and to confront and question all witnesses and to examine all the evidence of the case.

Section 16. Member Counsel

The accused shall have the right to be represented by counsel, who shall be a member of this Alliance in good standing.

Section 17. Witnesses Sworn

Whenever the accused or the Executive Board or Committee so request, the testimony of any witness must be taken under oath, to be administered by the Chairman of the Board or Committee.

Section 18. Interrogatories and Depositions

If a witness be unable to attend the trial, written interrogatories and cross interrogatories, on notice to the adverse party, may be allowed upon due application to the trial body; or written deposition of his/her testimony may be taken in the form of an affidavit, in which latter case such portions of it as are not denied by the adverse party shall be admitted as evidence.

Section 19. Transcript

A written transcript of all testimony adduced at the hearing shall be made, provided, however, that in the event the Local elects to tape record the proceedings, such recording must be fully and accurately transcribed by the Local in typewritten form, in the event of an appeal, to the President.

Section 20. Report Findings

The Executive Board or Trial Committee shall, after hearing all the evidence, render a written report of its findings as to the guilt or innocence of the accused and, if the accused be found guilty, the penalty to be imposed. A copy thereof shall be filed with the Secretary of the Local and a copy shall be served either personally or by

certified mail on the accused within five working days. A copy of the transcript of the evidence and proceedings at the hearing shall be available for examination by the accused or his/her member counsel if so requested by the accused in writing, a copy thereof shall be furnished to the accused at his/her own expense. Immediately upon receipt of the transcript, the Local shall notify the accused in writing of its availability.

Section 21. Action by Membership of the Local

At the next membership meeting of the Local but in no event sooner than twenty (20) days from the date on which the accused has been notified of the availability of the written transcript or tape recording, the report of the Executive Board or Trial Committee shall be submitted to the membership for appropriate action as hereinafter provided. The transcript of the hearing shall not be read except upon motion duly seconded and carried by a majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Section 22 hereof.

Section 22. Acquittal or Conviction

After submission of the report, the accused, if aggrieved by the decision of the Executive Board or Trial Committee, shall be afforded an opportunity to speak either in favor of or against such decision. Upon completion of Debate, the membership shall proceed to vote upon the findings of the Executive Board or Trial Committee as to the guilt or innocence of the accused. If a majority of the members present so vote, the findings of the Executive Board or Trial Committee shall be adopted. If the findings are not accepted, the transcript shall be read unless this has been done theretofore, and the question shall be put whether the accused shall be granted a trial by the membership or whether the membership shall proceed to vote upon the guilt of the accused. If a majority of the members present vote for the latter procedure, a vote shall be taken on the guilt of the accused, and if two-thirds of the members present shall vote contrary to the findings of the Executive Board or Trial Committee, the findings shall stand reversed, otherwise, the findings shall stand upheld.

Section 23. Imposition of Penalties.

If the accused be found guilty, the membership shall then proceed to vote upon the decision of the Executive Board or Trial Committee as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Executive Board or Trial Committee shall be adopted. If a majority of the members present reject the penalty decided upon by the Executive Board or Trial Committee, the membership shall then proceed to vote upon the penalty to be imposed, the members voting to expel, suspend, fine and/or reprimand. When membership voting on the report of the Executive Board or Trial Committee is completed, available remedies within the Local shall be deemed exhausted.

Section 24. Where Trial Was Before Membership

When the accused is tried before the membership as provided in Section 14, the guilt or innocence of the accused shall be determined by majority vote, and the penalty shall be imposed as prescribed in Section 23.

Section 25. Sentence Reported to International President.

A report of the sentence imposed upon an accused member shall be forwarded by the President of the Local Union to the International President for filing.

Section 26. Appeals

Appeals may be taken from decisions upon the charges against members of this Alliance in the manner provided by Article Seventeen of this Constitution. Members shall exhaust all remedies by appeal within this Alliance and shall be bound by the decisions of its tribunals as to all their rights.

ARTICLE 24

A. Appeals

Section 1. Right of Appeal

Any member of the Local Union aggrieved by the decision, rule, regulation, order, mandate, or act or omission of any officer, body or tribunal of this Alliance may appeal his/her case in the following order: (1) From the decision, rule, regulation, order, mandate or act or omission, of the Local to the International President; (2) General Executive Board; (3) from the decision, rule, regulation, order, mandate or act or omission of the General Executive Board to this Alliance in Convention assembled, and the latter body shall be the tribunal of ultimate judgment. However, in the interim, the decision, rule, regulation, order, mandate, or act or omission, of any proper officer, body, or tribunal of this Alliance shall be enforced pending disposal of appeal; except that, in the discretion of the International President or of the tribunal from which or to which the appeal is taken, the affect of any such decision, rule, regulation, order, mandate or act or omission, may be stayed pending appeal. If the report of the Executive Board or Trial Committee of the Local is not submitted to and acted on by the membership within sixty (60) days from the date of the report, any party aggrieved may file an appeal with the International President. If the International President is of the opinion that the interests of justice would be served by dispensing with membership review, he/she shall entertain the appeal; otherwise, he/she shall remand the case to the Local Union with such directions as he/she may deem appropriate to require a review by the membership.

Section 2. Time Allowed for Filing

Appeals from a lower to a high tribunal of this Alliance shall be cognizable only if filed within thirty (30) days after the decision.

Appeals concerning nominations or elections must be made within fifteen (15) days.

Section 3. Must Be In Writing

All appeals must be in writing, setting forth those facts which the appellant shall consider entitle him/her to a reversal of the ruling, and signed by the appellant and properly dated.

Section 4. Copy of Appeal

When an appeal is taken, a copy of the appeal shall be filed with the lower tribunal. Within two (2) weeks the lower tribunal shall forward to the tribunal to which the appeal is taken all the records in the case. If the appeal be from a decision rendered after trial on charges, this shall include the sworn charges, the transcript of testimony, or if a tape recording was made, the original unedited tape recording and a typewritten transcript thereof, the findings and sentence, and any additional matters of evidence on record. The correctness of the transcript, or of the tape recording and stenographic transcript thereof, and of the record as a whole shall be certified by the lower tribunal under the appropriate seal. The lower tribunal shall also answer the appeal, setting forth reasons in support of its decision, and shall at the same time serve a copy of such answer by certified mail upon the appellant at the address specified by him in his appeal. Decisions of an appellate tribunal shall be based entirely upon the record as a whole and evidence not introduced before the tribunal of original jurisdiction shall not be permitted.

Section 5. Appeal to Convention

If appeal be entered from the decision of the General Executive Board it shall be the duty of the General Secretary-Treasurer, upon receipt of notice from the appellant, immediately to inform all interested parties that the case has been docketed for consideration by the Alliance in Convention assembled.

Section 6. Decisions Conclusive

The members of this Alliance shall submit all their rights within the Alliance to the determination of its proper tribunals, and agree that the decisions of these tribunals shall be conclusive as to all rights and privileges accruing from membership.

Section 7. Exhausting Internal Remedies

The members of this Alliance further consent to be disciplined in the manner provided by this Constitution and By-Laws. Under no circumstances shall a member

resort to the civil courts until all remedies and procedures herein provided shall have been exhausted.

Section 8. Appellate Process

In order for an appeal to be cognizable by the International President, all remedies within the local union, including an appeal to the membership, must be exhausted. Appeals within Locals from the decision of an officer to the executive board and from the executive board to the membership must be made within thirty (30) days. Appeals concerning nominations or elections must be made within fifteen (15) days.

ARTICLE 25

A. Permanency

Section 1

This Local shall not dissolve itself while there are seven (7) dissenting members, nor shall this Article of the Constitution be subject to any alteration or amendment whatsoever.

ARTICLE 26

A. Altering or Amending Constitution and By-Laws

Section 1

Any proposed alteration or amendment of the Constitution and By-Laws must be made in writing by a member in good standing. Such written proposal must be submitted to the Resolutions Committee. The Resolutions Committee will immediately proceed to process same and present the resolution to the Secretary of the Local at the next regular meeting for the first reading.

Section 2

The proposer of such alteration or amendment must be present at the meeting to explain the purpose of such alteration or amendment, and to answer all reasonable questions pertaining to the proposed alteration or amendment.

Section 3

After the proposed alteration or amendment of this Constitution and By-Laws has had its first reading, a copy of such proposed alteration shall be mailed to each member of this Local stating the date and the place of the next regular or special meeting of the Local at which this proposed alteration shall have its second and final reading. On the second reading, the proposed alteration shall be open for discussion, alteration, adoption as law or rejection.

Section 4

Any amendment of this Constitution and By-Laws must be submitted to the International President for his approval before such amendment shall become effective. No part of this Section may be altered or amended.

Section 5

The Constitution and By-Laws may be amended, altered or revised only under procedures as set forth in Section 1, 2, and 3 of this Article, by a simple majority vote of those voting at a regular or special meeting of this Local.

Section 6

Upon adoption by the Local and approved by the International President, a suitable copy of the amended Article or Articles, By-Law or By-Laws, shall be mailed to each member of this local.

Section 7

These Constitution and By-Laws shall be revised and reissued every five (5) years beginning in the year 2000 and every year ending in zero (0) or five (5) thereafter. The President shall appoint a By-Laws Committee of five (5) members. This committee shall revise the By-Laws where it deems the same necessary and shall include therein all amendments and alterations made during the period since the last revision, together with such proposed amendments as may be submitted to it, and shall omit all Sections repealed. After such revision has been made, the same shall be presented to the membership. Such portions of said revision which have not been altered or deleted need not be read at said membership meeting.

BY-LAWS

Section 1

Membership in this Local constitutes a delegation on the part of each individual member of the Local of exclusive designation of authority to the Local to engage in collective bargaining on behalf of the members.

Section 2

No member of this Local shall be permitted to solicit a job in any theatre or other place of employment when such job comes under the jurisdiction of this Local, without the sanction of the Business Representative. Any member being asked by management or a representative of management to accept a job shall report same to the Business Representative, and he/she shall be governed by the ruling of the Business Representative, before accepting such a job. Any member found guilty of violating this Section shall be fined a minimum of one hundred dollars (\$100.00) and may also, at the option of the Local be suspended or expelled.

Section 3

The Business Representative and/or the Dispatcher shall have the authority to order any qualified member to man a job in the event of an emergency. If the member refuses to accept the job on order of the Business Representative or Dispatcher, the member shall be fined Twenty-five (25) dollars, unless he/she presents an excuse acceptable to the Executive Board or membership at a meeting.

Section 4

Any person accepting a job in the jurisdiction of this Local and failing to appear on same at the appointed time, within a one year period shall be fined Twenty-five (25) dollars for the first occurrence; Fifty (50) dollars for the 2nd occurrence; Seventy-Five (75) dollars for the 3rd occurrence; One Hundred (100) dollars for the 4th occurrence; a 30 day suspension from working in the jurisdiction of Local 504 for any more than 4 occurrences. This one year period will start from the first occurrence, unless he/she presents an excuse acceptable by the Executive Board or membership at a meeting.

Section 5

Conduct unbecoming a member or that which is contrary to trade unionism, or which would bring discredit to this Local or the Alliance, shall be an offense against this Local and upon being found guilty thereof after trial, the offending member shall be liable to such penalty as the Local may see fit.

Section 6

The President, Vice-President, Business Representative, Secretary, Treasurer and/or any member of the Executive Board, who shall find any person working in this jurisdiction, intoxicated while on duty, or found to be incapable of performing his/her duties in the proper manner shall notify said person's employer and/or if an employer feels or knows that an employee is not performing in the proper manner, he/she should be given proper notice, and at that time if both parties agree, the employee may be replaced with another member for the remainder of the shift. The Officer exercising the provisions of this Section must report the entire matter in writing, with his/her signature, and that of the employer, at the next meeting of the Executive Board, or membership.

Section 7

No member shall be allowed to work in this Local's jurisdiction unless he/she is in good standing with this Local. (Refer to Article 15B, Section 8).

Section 8

No member shall be required to work for another person unless he/she receives a minimum call of four (4) hours.

Section 9

All lay-offs of one day or more duration must be reported to the Business Representative or Dispatcher. Any person wishing time off his/her job shall notify the Business Representative or Dispatcher so the work may be legally reassigned. Only extreme and clearly unavoidable emergencies shall be exempted. Any violation of this Section shall result in a twenty-five (25) dollar fine to the offender for the first violation and as the membership sees fit for subsequent violations.

Section 10

Any member, on changing his/her residence, shall notify the Secretary immediately. Any notice sent to the last address as shown on the books of this Local, shall be deemed legal and sufficient notice.

Section 11

No member shall be permitted to donate his/her service gratis except by permission of the Business Representative under penalty of fine.

Section 12

Members to double up or work two shifts on any job or jobs under the jurisdiction of the Local must obtain the consent of the Business Representative, or be subject to charges.

Section 13

Any member leaving a position must notify this Local and his/her employer at least two weeks in advance.

Section 14

Members receiving notice of dismissal shall notify the Business Representative immediately.

Section 15

At any time any member or members are on the out of work list, no member employed at a full time job shall be permitted to do extra work without the permission of the Business Representative.

Section 16

Any member not receiving his/her salary and all legitimate expenses within seventy-two (72) hours after it becomes due, must report same to the Business Representative.

Section 17

Any member working for less than the schedule of wages shall be fined not less than one hundred (100) dollars and may be suspended or expelled at the option of the Local.

Section 18

No member of this Local shall furnish or install, or assist to install, any apparatus or part of any kind in any theatre or place of amusement where a member of this Local is regularly employed, without first reporting to the Business Representative, and receiving the necessary permission. Penalty for violation of this Section shall be a fine of not less than twenty-five (25) dollars and may include a suspension of three (3) months. This Section does not apply to a member making changes or repairs on his/her own job.

Section 19

All alterations or repairs or suggestions pertaining to same shall be made by the regular employee. This is not to imply the relief person is not to make the necessary

repairs when he/she is working, but is intended to prohibit a relief person or casual visitor from causing trouble between the house manager and the regular employee. Infractions of this Section may be punishable by a fine of one hundred (100) dollars.

Section 20

Any contract between this Local and its employers shall be considered a part of this section.

Section 21

Any person working under the jurisdiction shall not willingly cause hardship for their co-worker. Any violation of this Section shall be punishable by a fine of one hundred dollars (\$100.00).

Section 22

Any person working under the jurisdiction must not traduce or vilify the character or capabilities of any other person. Any violation of this Section shall be punishable by a fine of One hundred dollars (\$100.00).

Section 23

Members cannot be compelled to have an apprentice working under their supervision; however, if the Business Representative requests, it is hoped that the members will cooperate.

Section 24

No operator shall be responsible for breakage, damage or loss unless due to his/her own carelessness.

Section 25

This Local shall not be liable for any damages to films whatsoever.

Section 26

Members of this Local employed as motion picture machine operators must confine themselves to their jobs, and any work outside of the maintenance of their equipment or the running of their shows shall be charged for at the regular rate, no exceptions.

Section 27

Members are held responsible for the care and maintenance of all machines or scenery entrusted to them and to see that they are in good running order and the show properly presented except where the manager refuses to replace broken,

damaged or worn-out apparatus or parts, or to authorize overtime for making repairs.

Section 28

No person will be allowed to have charge of more than one department except as provided for in section 20.

Section 29

No member of this Local will be allowed to transport scenery or equipment from one theatre to another theatre without receiving compensation. (Refer to By-Law 20)

Section 30

Any person who is cited and fails to appear without just cause shall be fined to a maximum of \$100.00.

Section 31

It shall be the duty of every member of this Local to report immediately to the Business Representative, any suspected violation of any contract in force between any employer and the Local.

Section 32

Every member shall refrain from acting on behalf of this Local unless first duly authorized by the Executive Board or the membership in good standing, in accordance with this Constitution and By-Laws.

Section 33

Every person shall observe and promptly comply with the seniority provisions of the current collective bargaining agreement between his/her employer and this Local Union.

Section 34

Any member who is elected as Business Representative on a full time or part time basis can return to the job he/she left at the expiration of his/her term of office.

Section 35

When a regular job or regular swing job is open, the membership must be notified in writing of the same. The job will be open for bid, and the qualified person with the greater seniority shall be given preference. The Business Representative shall have the authority to fill the job in the interim on a temporary basis.

Section 36

Any member in good standing in this Local may take a ninety (90) day leave of absence from his/her job without losing any rights or privileges, provided he/she submits a letter in writing to the Executive Board of this Local or the membership. Further he/she must obtain the approval of his/her employer to protect his/her job. It is understood and agreed that the above is a Union agreement between its members.

- (a) It is understood and agreed by the members that any person who is on a leave of absence, is on a temporary assignment, and the person who is on temporary assignment will voluntarily relinquish the temporary assignment when the regular person returns. That he/she further will relinquish any and all rights to said job.
- (b) After the ninety (90) day leave of absence, the person must return to his/her job and reestablish himself/herself with the employer before he/she may take another leave of absence.

Section 37

Upon the death of any member of this Local, it shall be mandatory that a notice be given to each member immediately, that the Business Representative or someone of the Official family, give aid to the deceased member's family, including attending the funeral rites. It shall be mandatory the Local send flowers or appropriate condolence.

Section 38

Any member of a committee who shall refuse or neglect to perform his/her duties shall be fined twenty-five dollars (\$25.00), unless he/she can give a satisfactory excuse. All committee reports shall be in writing.

Section 39

Any member committing a breach of decorum at a meeting shall be fined fifty (50) cents for each offense.

Section 40

This local shall not pass any retroactive law or any law that conflicts with the Constitution and By-Laws of the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, or the laws of the United States of America, or pass any law that will, in any way, interfere with the religious or political convictions of the members of this Local. This Section shall not be altered or amended whatsoever.

Section 41

No part of these By-Laws shall be suspended, altered or amended except by resolution regularly made and favorably acted upon.

Section 42

No member shall lay off work without making arrangements with the Dispatcher for a replacement.

Section 43

No member shall work two full time union jobs in his/her craft without permission of the Executive Board or the membership of the Local.

Section 44

No member shall knowingly issue a worthless check (returned because of "no such account" or "insufficient funds") to pay for membership dues or any other indebtedness to the Local Union, or to pay any relief projectionist or replacement for performing work in the member's place of employment. The penalty of violation of this Section shall be a fine of one hundred (100) dollars and the loss of the privilege of paying any future indebtedness to the Local by check.

Section 45

Any member who attends any meeting of this Local, or any Executive Board meeting, or any committee meeting, in a state of intoxication objectionable to said meeting, or deemed disruptive by the chair of the said meeting shall be ordered to leave the meeting. Any person ordered to leave a meeting under the provisions of this Section and failing to do so within one (1) minute shall be fined one dollar (\$1.00) for the first minute he/she remains at the place of the meeting. The fine shall double for each consecutive minute or fraction thereof, that he/she remains.

Section 46

All appointments of the President, Business Representative, and the Executive Board are only for the term of the Executive Board. The President, Business Representative, or Executive Board may reverse their appointment decision at any time during their elected term.

Section 47

No member shall perform any act that is in violation of the terms in our collective bargaining agreement.

Section 48

No weapons or guns shall be allowed to any meetings of this Local, or any job site in the jurisdiction of the Local.

Section 49

Any person having authority to make job assignments within the jurisdiction of this Local Union shall first secure the permission of two members of the Executive Board Prior to dispatching any unauthorized person to any job. Failure to secure such permission shall carry a penalty of not less than a ten (10) dollar fine for such infraction. The foregoing fine shall not be reduced or waived.

Section 50

If any member of the Local's Executive Board and/or job steward observes anyone dispatched and working through the jurisdiction of 504, member or casual, intimidating his/her co-worker, or being generally disruptive to a call, or engages in conduct that renders a co-worker incapable of performing his/her duties in a proper manner, they shall warn the offending individual that such conduct is not allowed. If the conduct reoccurs, or if a threat or assault is made, the officer or steward may notify said person's employer and/or if an employer feels or knows that an employee is exhibiting such behavior and the Union's representative agree, the employee shall be replaced with another person for the call. The officer or steward may also choose to replace the individual with concurrence of the Business Representative and President. The individual exercising the provisions of the section must report the entire matter in writing with his/her signature and that of the employer to the next meeting of the Executive Board or General Membership Meeting.

Section 51

Any person accepting a job in the jurisdiction of this Local and threatens, intimidates, or assaults another worker shall be subject to a minimum fine of Fifty (50.00) dollars and may also, at the option of the Local, be suspended or expelled.

Section 52

Any member of this Local Union who accepts a position as management in any place of amusement except where duties are in addition to projectionist or stage employee, shall not be allowed voice, vote, or sit in attendance at any meeting. The Local Union of which the person is a member may at its discretion permit the member to retain his/her membership therein. The afore mentioned member may petition the Executive Board to have his/her privileges reinstated provided that he/she managed to maintain membership and has vacated the management position.

Section 53

- A. The basic casual agreement, Form 504-10, shall be approved by the Membership prior to its use.
- B. The basic casual agreement, which is called 504-10, will be the only acceptable basic form for the negotiation of contracts of a duration of less than 1 (one) year.
- C. The Form 504-10 may then only be altered by the Business Representative for the purpose of negotiating work within the jurisdiction of the Local.
- D. The Form 504-10 may only be changed by the Membership during the second quarter of each year.

Section 54

That the Local Union establish and maintain a permanent "Rigging Committee" consisting of three (3) Journeyman Riggers (with committee voting rights) appointed by the President from the active "Riggers" dispatch list. The president may also wish to appoint additional members who are not necessarily active journeyman riggers but who wish to serve in an advisory capacity without voting rights.

The committee will be responsible for establishing, maintaining and keeping current the following guidelines and protocols.

1. Recommendation of safe rigging practices and procedures.
2. Establishment of an apprentice list and approval for dispatch of all individuals to rigging calls.
3. Establishment of criteria to obtain Journeyman Rigger status.
4. Removal from the rigging dispatch list any apprentice that does not demonstrate sufficient aptitude of the approved rigging practices and procedures.
5. Suspension from the dispatch list any rigger that fails to maintain safe rigging practices or who fails to act in a professional manner consistent with the overall well being of the Local Union. No member shall be suspended from the list without being offered a hearing before the Executive Board. The decision of the Executive Board shall be final. No appeals shall be permitted.
6. Publishing and distributing to all individuals on the rigging dispatch list an "Operations Manual" containing but not limited to the following topics:

- a. Current approved rigging practices and procedures.
 - b. A required equipment list.
 - c. All available and pertinent safety regulations.
 - d. Any useful equipment literature.
 - e. All committee guidelines and procedures.
7. All of the above actions of the rigging committee shall be submitted to the Executive Board for approval and recommendation to the membership for approval prior to implementation.
 8. Nothing herein shall make this Local liable for on the job safety issues which shall continue to be the sole and exclusive responsibility of the employer.

Section 55

All normal written communication and notices from the Local to the membership, as required by the Local's Constitution and By-Laws will be conducted electronically. Exceptions will include matters pertaining to balloting and such instances requiring certified mail. Any member that prefers to receive written communication notices by USPS mail must notify the Secretary in writing on a yearly basis. Written request must be submitted to the Secretary by the last business day in November to receive the following year's communications.