



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

November 29, 2018

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VIA ELECTRONIC MAIL
AND FIRST CLASS MAIL

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INTERNATIONAL
PRESIDENT

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GENERAL SECRETARY-
TREASURER

MICHAEL BARNES
FIRST VICE PRESIDENT

THOM DAVIS
SECOND VICE PRESIDENT

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THIRD VICE PRESIDENT

MICHAEL F. MILLER, JR.
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ELEVENTH VICE PRESIDENT

JAMES J. CLAFFEY, JR.
TWELFTH VICE PRESIDENT

JOANNE M. SANDERS
THIRTEENTH VICE PRESIDENT

Mr. John James
President
I.A.T.S.E. Local No. 748
P.O. Box 1191
Phoenix, AZ 85001

Dear Brother James:

In reviewing the Local's October 2108 draft of its constitution and bylaws, I made one change to the Pledge, removing the last sentence. That revision, however, will not prevent my approval. Thus, pursuant to Article Nineteen, Section 3 of the IATSE International Constitution, I endorse the Local's October 2018 edition of its constitution and bylaws. When the Local distributes its revised constitution and bylaws, make sure that the deleted language is not included.

Please extend to the Local 748 membership, my best wishes for a happy holiday season.

In Solidarity,

Matthew D. Loeb
International President

MDL:ld
Enc.

LOCAL 748

State of Arizona



**Television Broadcast Remote & Studio Employees of Arizona,
International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts
of the United States; its territories and Canada
A.F.L. - C.I.O.**

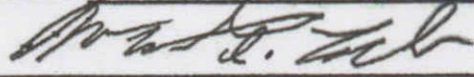
CONSTITUTION

and

BYLAWS of Local 748

**Endorsed by
International Alliance of Theatrical Stage
Employees, Moving Picture Technicians,
Artists And Allied Crafts of The United
States, Its Territories and Canada**

On Date of November 29, 2018

By 

International President

PLEDGE

I, the undersigned, as a condition of my membership in Local No. 748 and in the International Alliance of Theatrical Stage Employees and 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 first to seek my remedies within this Local and the Alliance, before resorting to any other tribunals.~~

mdc
by SD
11.27.2016

Signature of Member

Local No 748
Television Broadcast
Remote & Studio Employees of Arizona
I.A.T.S.E.

CONSTITUTION

ARTICLE I

Name, Affiliation and Jurisdiction

Section 1. The name of this organization shall be Television Broadcast Remote & Studio Employees of Arizona Local Union No. 748 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").

Sec 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, AFL-CIO (hereinafter called the "Alliance" or "International") and pursuant to the Constitution and By-Laws of the International.

Sec 3. Jurisdiction of this Local shall embrace the jurisdiction set forth in the Charter granted, and as more fully defined in Article XVIII, Sections 9 and 10 of the International Constitution.

(In this constitution and by-laws, wherever the masculine pronoun appears, it includes the feminine pronoun.)

ARTICLE II

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
- (d) employers, and to increase the stability of the industry.
- (e) To assure full employment.
- (f) To promote and support democracy and free trade unionism.
- (g) To engage in such other activities as may be necessary or proper to strengthen
- (h) the labor movement and to extend the process of collective bargaining throughout all trades and industries.

Sec. 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 III

Membership

Section 1. QUALIFICATIONS FOR MEMBERSHIP.

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

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 as such member including death benefits and other property rights, if any, in the assets of this Union. Any Member so expelled shall never be eligible to reinstatement thereafter.

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 twelve (12) months preceding his application within its jurisdiction.

Such applicant shall be of legal age to engage in gainful employment within the jurisdiction of this Local.

There shall be no discrimination against any person in respect to membership in this Local by reason of race, color, creed, national origin, sex, sexual orientation, or age.

Sec. 2. APPLICATION FOR MEMBERSHIP.

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

Each applicant's membership must be approved by a majority of votes at the local monthly meetings. If approved, the application must then be sent to the International for endorsement.

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 into the local membership, and if endorsement is refused the applicant shall be rejected.

Each application blank must be accompanied by a \$200 initiation fee for all crafts (to be returned if application is rejected), and any additional processing fee the General Office may determine, which is not returnable.

Any applicant who is guilty of making false statements upon the application blank shall, if 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 expulsion.

ARTICLE IV

Headquarters

The headquarters and main office of this Local shall be within the State of Arizona at such place as may be designated by the Local.

ARTICLE V

Government

Section 1. SUPREME LAW.

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

Sec. 2. NOTIFICATIONS.

Unless otherwise stated, notifications in writing can be conducted by e-mail, sms text, US Mail letter or fax. All members shall be expected to keep the Local informed of changes to e-mail addresses, cell phone numbers, mailing addresses and fax numbers.

Sec. 3. MEMBERSHIP MEETINGS

Regular meetings shall be held each month on the 1st Tuesday of the month at 10:30 am. The President shall have the power to change the meeting from the first Tuesday of any specific month to another day that shall fall within two (2) weeks of the regular meeting date. All members shall be notified in writing prior to the date of the meeting or prior to the first Tuesday of the month, whichever comes sooner, of the change of meeting dates, times, places and the reasons for such change.

Upon approval of the membership in the June meeting, the meetings for July and August may be suspended, resulting in a total of ten (10) to twelve (12) meetings for the year. If approved, written notice will be sent to the membership of the suspension of the July and August meetings.

Sec. 4. Special Meetings

The President on petition of no less than 5 members, no business shall be discussed, other than that for which such 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 special meetings.

A quorum of 5 members in good standing plus two officers is required to open a meeting for the transaction of lawful business.

Sec. 5. EXECUTIVE BOARD MEETINGS.

The Executive Board shall meet at least once a month and at such other times as called by the President. A majority of the members of the Board shall have the power to call an Executive Board meeting. All members of the Board shall be notified in advance of such meeting. A majority of the members of the Executive Board shall constitute a quorum. At the discretion of the President, meetings may be conducted via telephone, Skype or other electronic means.

ARTICLE VI

Nomination and Election of Officers

Section 1. ELECTED OFFICERS AND ELIGIBILITY.

There shall be elected to office the following officers, trustees, sergeant-at-arms, and delegates for a term of three (3) years (except as required to implement and maintain term stagger, the scheduling of which shall be the responsibility of the Election Committee):

- ☐ President (Election group 1)
- ☐ Vice-President (Election group 2)
- ☐ Business Representative (Election group 2)
- ☐ Secretary-Treasurer (Election group 1)
- ☐ Executive Board - to consist of President, Vice-President, Business Representative, and the Secretary-Treasurer
- ☐ Board of Trustees -- to consist of three members, the one receiving the highest vote in the election to be declared the Chairman. If vote is a tie, the President shall have the power to appoint the Chairman. (Election group 1)
- ☐ Sergeant-at-Arms (Election group 1)
- ☐ Delegates to the International Convention (Election group 1) - to consist of the President and/or Vice President if the President cannot attend. If more than one delegate is needed they shall be elected by the members of the Local on an as needed basis. The local may elect for the entire term one (1) additional Delegate to the International Convention to serve on this as needed basis, thereby not requiring a special election each time.

To be eligible for office, other than as a Delegate, a person must have been a member in good standing in this Local for a period of two continuous years and who is not disqualified from holding office under any applicable Governmental law. Any member in good standing of this Local shall be eligible to serve as a Delegate. There shall be an Election Committee set forth to prepare, administer, oversee, and report on the Local's elections. No member of the Election Committee shall be a candidate for any office in the current/pending election.

Sec. 2. NOMINATIONS.

All nominations must be made at the regularly scheduled meeting in the month of October. At least one month prior to the nominations meeting (September), the President shall appoint a Chair of the Election Committee. The Nominations shall thereafter be held under the direction of the Election Committee which shall have final say as to administrative matters.

A quorum at the nomination meeting is not required to proceed with nominations.

Members shall be notified in writing of the date, time and place of the meeting at which nominations are to be taken at least thirty (30) days in advance of such meeting. Such notice shall also state the offices to be filled by election and the manner in which nominations are to be received.

After nominations have closed, The Election Committee shall certify the nominee(s) and prepare a draft Ballot.

Sec. 3. ELECTIONS

The election shall be held each year, skipping every third year, to elect one-half (1/2) of the Officers enumerated in Article VI, Section 1, of this Constitution. The Election Committee shall have final say as to all administrative matters.

- (a) Election Committee shall engage a recognized 3rd Party Election Service and thereafter conduct the Local's election via a secure postal mail ballot or, if permitted, an on-line service no later than twenty-one (21) days after the Nominations Meeting in Section 2. Paragraph 1. The Election Committee shall schedule the start and end of the voting period. Said voting period shall not be scheduled past the end of November.
- (b) Every member will receive an official Ballot. A member must be in good standing when the results are tallied for their ballot to be eligible to be counted.
- (c) The Election Committee shall have final say as to all administrative matters including but not limited to rules of conduct, as they deem necessary to preserve order and fairness during casting and counting of ballots.
- (d) All reasonable requests of any candidate to distribute campaign literature by mail or otherwise, at the candidate's own expense, to the members in good standing shall be honored.
- (e) On conclusion of the election, the Election Service shall return to the local all ballots, count sheets, and any additional records pertaining to the Election. It shall be the duty of the Secretary of the Local to preserve all such records for a period of one year. After one year, the ballots will be turned over to the Board of Trustees for archival.

Sec. 4. ELECTION DAY.

The Election Committee shall procure the ballot box and tally sheet and/or official report of election results from the secure 3rd Party Election Service.

Any candidate shall have the right to have an observer (who must, however, be a member in good standing in the Local) present at the polls and the counting of the ballots.

Votes shall be counted following the election and the Election Committee shall thereafter prepare a Report of Election detailing vote tallies for each Candidate. The Election Committee shall deliver the Report of Election to the Local's Executive Board in both electronic form (e.g. email or link to results via the secure 3rd-party website) within five (5) days following the election and hard copy in-person at the Local's next scheduled general meeting (December).

Elections shall be conducted by secret ballot. Proxy voting shall not be permissible. If absentee balloting is permitted by vote of the membership, the absentee voters shall be given written notice as to the deadline for the receipt by the Local of the absentee ballots. Absentee ballots for nominations and elections must be made available, on written request from members who are unable to attend the meeting because they are traveling with a show on a road card or are hospitalized or bedridden. Only those members duly nominated shall be candidates for office (write-in votes for those not duly nominated shall not be counted).

If there is only one candidate for any office, the Secretary shall cast a unanimous

ballot for that candidate and same shall dispense with the requirement of a secret ballot vote for that office.

Sec. 5. INSTALLATION.

The officers elected shall be installed at the first regular meeting in the month of January and shall subscribe and assent to the required pledge before entering upon the duties of their office.

ARTICLE VII
Duties of Officers

Section 1. PRESIDENT.

The President shall preside at all meetings of the membership and of the Executive Board and shall at all times conduct same in accordance with this Constitution and By-Laws and the standing rules attached hereto. For misconduct during the course of a meeting, a member may be summarily fined in an amount not to exceed \$10 for each separate offense, or at the discretion of the President, may be summarily ejected from the meeting if his or her conduct persists in disrupting the meeting.

In absence of a specific law to govern a given condition the President shall decide the matter in a spirit of fairness and equity, and such ruling shall be enforced unless changed by the Executive Board or the membership.

The President shall see that all officers perform their duties as prescribed by the Constitution and By-Laws and shall be a member Ex-officio of all committees. The President shall, with the consent of the Executive Board, use all moral and financial aid in enforcing the rules, wage scale and conditions of this Local. The President shall appoint the members of all committees. The President shall serve on all negotiating committees.

If a vacancy should occur during the term of any officer of this Union, the President shall have the power to appoint a member in good standing to take his/her place temporarily until the vacancy shall have been filled by the membership at a By-Election.

The President shall also be empowered to appoint Delegates to such conventions or trade assemblies (other than those named in Article VI, Section 1 hereof) as shall be of interest and importance to this Local.

In the event a vacancy occurs in the office of President, the Vice-President shall succeed to the office of President until the vacancy shall have been filled by the membership at a By-Election.

By-Elections must be held within 60 days after the vacancy was created.

Sec. 2. VICE-PRESIDENT.

In the absence of the President, the Vice-President shall assume all duties of the President. In the absence of the President and Vice-President at a meeting, the Business Agent shall be the presiding officer. In the absence of the President, Vice-President, and Business Representative, the body shall select a presiding officer.

Sec. 3. SECRETARY-TREASURER

It shall be the duty of the Secretary-Treasurer to attend all meetings of the

membership and of the Executive Board and to keep minutes, but not necessarily verbatim, of the proceedings of such meetings in a book provided for such purposes. The Secretary-Treasurer shall keep a duplicate copy of all correspondence and shall keep the seal in their possession.

It shall be the duty of the Secretary-Treasurer to keep a true and accurate record of all income and disbursements and all assets and liabilities of this Union.

The Secretary-Treasurer shall deposit all money in a bank approved by the Executive Board, same to be in the name of the Local, subject to withdrawal by checks signed by the Secretary-Treasurer and/or the President.

The Secretary-Treasurer shall collect all dues, fines and assessments from the members and shall report quarterly to the meeting the standing of all members.

The Secretary-Treasurer shall deliver to the Chairman of the Board of Trustees for auditing purposes all books and papers in their possession and shall attend such auditing meetings.

Sec. 4. BUSINESS REPRESENTATIVE.

The Business Representative shall supply employers with manpower when called upon to do so. He/she shall keep a correct list of all work given out, as well as a list of the unemployed.

The Business Representative shall report to the Executive Board all alleged violations by members of the laws of the Local.

The Business Representative shall perform such duties as ordered by the membership or by the Executive Board between membership meetings. He/she shall have full charge of the office of this Union, represent the Local in all dealings with employers, but shall at all times be under the supervision of the Executive Board.

The Business Representative shall be a member, ex-officio, of all negotiating committees. Contracts negotiated by any such committee shall be subject to ratification of the membership unless the membership has in advance empowered the Committee to conclude the contract without ratification.

The Business Representative may appoint one (1) area steward for each of the three Arizona Regions consisting of North Arizona, Central Arizona, and South Arizona. For business purposes, the Arizona Regions are defined as follows:

- North Arizona – All cities north of and including Prescott, AZ
- Central Arizona – All cities south of Prescott, AZ and north of and including Yuma, AZ
- South Arizona – All cities south of Yuma, AZ (which includes Tucson, AZ)

Sec. 5. BOARD OF TRUSTEES.

The books of this Union must be audited every twelve (12) months by the Board of Trustees, who will make a detailed report of their finding at the next regular meeting. The Board of Trustees is charged with responsibility of seeing to it that any officers and employees of this Union who handle its funds and property are bonded to the extent and in the amount and form required by law. The expense of such bonds shall be borne by the Local. The Board of Trustees shall also be responsible for seeing to it that all books and records of the Local, used as the basis for preparing reports required by law to be filed with the Government, are preserved for at least five years from the dates such reports were filed.

Sec. 6. EXECUTIVE BOARD.

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 amicable settlement that may be deemed essential to the best interests of this organization.

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

The Executive Board shall act as a trial board of this Local unless the member elects to be tried at an open meeting as provided in Article XI Section 14 hereof. They shall have the power to summon as a witness any members and those failing to answer may be adjudged in contempt and penalized for it by fine or suspension.

Sec. 7. SERGEANT-AT-ARMS.

It shall be the duty of the Sergeant-at-Arms to be present at all membership meetings and see that none but members enter the meeting hall and carry out such instructions as are given to him by the presiding officer.

Sec. 8. DELEGATES TO INTERNATIONAL CONVENTION.

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.

Sec. 9. OTHER DELEGATES.

Other delegates shall attend meetings of the Bodies or Conventions to which they are accredited and shall report thereon to the membership at the next regular meeting.

Sec. 10. COMPENSATION OF OFFICERS.

The designation of those officers to be compensated for their services and the amount of compensation they are to be paid shall be determined by majority vote of the membership at the regular meeting immediately preceding the meeting at which nominations for office is held and once fixed shall not be reduced during the term of office. Any proposed increase during the term of office of the compensation so fixed shall require a two thirds favorable vote by secret ballot of the members present at a special meeting.

ARTICLE VIII
Transfer and Reinstatement

Section 1. TRANSFER.

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

Sec. 2. REINSTATEMENT OF MEMBERS.

Any member who has been suspended from membership shall be required to pay a

reinstatement fee of \$100 together with all financial obligations that may have accrued against him during the period of his suspension. Any member who has been expelled shall be required to make application as a new member and shall be governed by all conditions pertaining to it.

ARTICLE IX

Revenues

Section 1. DUES AND INITIATION FEES.

The Dues payable by each member shall be the actual cost of stamps due to the International per Quarter plus \$20 to the Local, per Quarter, payable in advance.

In addition to Quarterly dues, members shall pay to the Local a Referral Fee equal to one and three-quarters percent (1.75%) of gross wages earned under the Local's jurisdiction. On recommendation of the Local's Executive Board **and** approval of the membership, such Referral Fee may subsequently be revised to an amount no less than one percent (1%) and no greater than two and one-quarter percent (2.25%). The initiation fee shall be \$200 for all crafts, but may be reduced or waived by vote of the membership for organizational purposes.

Members at least 65 years of age with 25 years of membership in the Alliance may at their option be declared Retired Members provided they fully cease employment under the Local's jurisdiction or under the jurisdiction of any other affiliated IATSE Local or the International. Retired Members shall have voice but no vote at Union meetings and shall not be eligible to hold office.

Sec. 2. SPECIAL ASSESSMENTS.

If at any time the Executive Board deems it necessary to increase/decrease revenue, for the best interest of the Union, it shall recommend to the membership a special assessment. A special assessment requires approval from two-thirds of the members in good standing present at a regular or special meeting.

Sec. 3. INCREASE IN DUES.

The amount of dues provided for herein shall not be increased nor shall any special assessment be levied or increased unless approved upon secret ballot by a majority vote of the members in good standing present at a regular or special meeting, written notice of which has been sent to the members by US Mail at least fifteen (15) days in advance.

Sec. 4. INVESTMENTS.

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 or other Government securities after the third (3rd) year of the Local's existence.

Sec. 5. OUT-OF-TOWN MEMBERS.

Members of other Locals of the Alliance working in the jurisdiction of this Local shall pay the same percentage of weekly 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.

Sec. 6. AUTHORITY TO EXPEND FUNDS.

The funds of this Local shall be used to defray the proper operating expenses

provided for herein and for other legitimate purposes to accomplish the objects of the Union.

ARTICLE X

Good Standing

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 their obligations to the Local not only financially but in all other regards.

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

Failure on the part of any member to pay any financial obligation to this Local within 45 days after it became payable shall result in such member being automatically declared not in good standing. A member not in good standing 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 that the financial obligation first became payable and should the member fail to pay up in full his indebtedness within 10 days after written notice by certified US mail of their default has been sent to them (such written notice to specify the amount due and how such amount was arrived at), the member shall be deemed automatically expelled unless prior thereto, the member has been granted an extension of time to pay by vote of the membership.

Payment of any financial obligation due by a member to the Local shall be enforceable by fine, suspension or expulsion and, in addition thereto, by resort to court action. If court action is required, the delinquent member shall also be liable to the Local for reasonable legal fees and other expenses incurred by it in connection with the suit.

ARTICLE XI

Discipline of Members

Section 1. GROUND.

In addition to the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall breach their duty as member by violation of the express provisions of the Constitution and By-Laws of this Local or of the Alliance or by such conduct as is detrimental to the advancement of the purposes which this Local or the Alliance pursues, or as would reflect discredibly upon this Local or the Alliance, shall be subject to discipline in the manner set forth in the sections following. Charge(s) filed against officer(s) of Local unions shall be filed pursuant to this Article, except as provided in Article XI, Section 7.

Sec. 2. FAIR TRIAL.

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

Sec. 3. CHARGES.

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

Sec. 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 \$500.00, the fine to be imposed upon the acquittal of the member accused.

Sec. 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.

Sec. 6. TO WHOM PREFERRED AND WHEN.

Charges shall be filed with the Secretary of the Local union of which the accuser is a member or with the General Secretary-Treasurer of the Alliance where the charges are preferred against a member who does not hold membership in a Local union thereof. Charges must be filed with the Local of which the accuser is a member within sixty (60) calendar days after the offense becomes known to the person making the charge. If the Secretary of the Local is charged, the charges may be filed with any other officer of the Local who is not a charged party.

Sec. 7. CHARGES AGAINST A LOCAL OFFICER

Charges shall be filed with the secretary of the Local Union of which the accused is a member. If cognizance is taken of the charges, the Executive Board of the Local may, if it deems necessary or advisable temporarily suspend the accused from office, and in that event further payment of salary to him or them shall be withheld pending the outcome of the trial. If the accused was temporarily suspended from office pending the outcome of the trial, and they are not found guilty after the trial, the officer shall be immediately reinstated to office with pay for the period they were under suspension.

Whenever an officer of a Local union against whom charges have been preferred is temporarily suspended from office, such officer shall be entitled to a trial no later than thirty days after the date of his suspension. In the absence of extenuating circumstances, failure of the Local union to comply with the foregoing requirements shall result in dismissal of the charges by the International President.

Sec. 8. WITHDRAWAL OF CHARGES.

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

Sec. 9. PUBLICATION OF CHARGES.

After the Local has taken cognizance of the charges, the presiding officer shall read them at the next regular meeting of the Local. 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 Committee or the Executive Board in accordance with the Constitution and 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.

Sec. 10. 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 they do so in written notarized and witnessed statement and has been advised in writing as to the range of penalties that may be imposed upon them 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 their right on any appeal to raise any question concerning their guilt or innocence and their appeal in that event shall be limited to the question of the appropriateness of the penalty or penalties imposed upon them. No stenographic transcript or tape recording shall be required if a plea of guilty is entered in accordance herewith.

Sec. 11. NOTICE

Within one week after reference of the charges, the Executive Board shall cause to be served upon the accused personally, or where this is impossible, by registered mail to his last known address, a duplicate copy of the charges, and shall notify him of the time and place appointed for the hearing thereon. Provided that such notice shall be served upon or sent to the accused at least 15 calendar days prior to the date appointed for the hearing.

Sec. 12. POSTPONEMENTS.

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

Sec. 13. APPEARANCE FOR TRIAL

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

Sec. 14. TRIALBODY

The Executive Board shall sit as a trial body to hear all the 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.

Sec. 15. CHALLENGES.

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

Sec. 16. TRIAL IN OPEN MEETING.

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

Sec. 17. HEARING.

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

Sec. 18. MEMBER COUNSEL.

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

Sec. 19. WITNESSES SWORN.

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

Sec. 20. INTERROGATORIES AND DEPOSITIONS.

If a witness is unable to attend the trial, a 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 testimony may be taken in the form of an affidavit, in which case such portions of it as are not denied by the accused shall be admitted as evidence.

Sec. 21. TRANSCRIPT

A written verbatim 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 fully and accurately transcribed by the Local in typewritten form in the event of an appeal to the International President.

Sec. 22. REPORT OF FINDINGS

The Executive Board 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 their member counsel at the offices

of the Local or, if so requested by the accused in writing, a copy thereof shall be furnished to the accused at his or her own expense. Immediately upon receipt of the transcript, the Local shall notify the accused in writing of its availability.

Sec. 23. ACTION BY MEMBERSHIP OF LOCAL UNION

At the next membership meeting of the Local but in no event sooner than 20 days from the date on which the accused has been notified of the availability of the transcript the report of the Executive Board 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 carded by majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Section 24 hereof.

Sec. 24. ACQUITTAL OR CONVICTION

After submission of the report, the accused, if aggrieved by the decision of the Executive Board~~[SB1]~~~~[SB2]~~, including members of the Executive Board 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 as to the guilt or innocence of the accused. If a majority of the members present so vote, the findings of the Executive Board shall be adopted. If the findings are not accepted the transcript shall be read unless this has been done heretofore, 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 ballot 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. The findings shall stand reversed; otherwise the finding shall stand upheld.

Sec. 25. IMPOSITION OF PENALTIES

If the accused be found guilty of an offense for which no specific penalty is fixed by the Constitution or By-Laws, the membership shall then proceed to ballot upon the decision of the Executive Board as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Executive Board shall be adopted. If a majority of the members present reject the penalty decided upon by the Executive Board, the membership shall then proceed to vote upon the penalty to be imposed, the members voting to expel, suspend, fine and/or reprimand. An accused found guilty may be also assessed the costs of the trial.

When membership voting on the report of the Executive Board is completed, available remedies within the Local shall be deemed exhausted.

Sec. 26. WHERE TRIAL WAS BEFORE MEMBERSHIP.

Where the accused is tried before the Local as provided in Section 16, the guilt or innocence of the accused shall be determined by majority vote of the members present and the penalty shall be imposed as prescribed in Section 25.

Sec. 27. SENTENCE REPORTED TO INTERNATIONAL PRESIDENT.

The President of the Local shall forward a report of the sentence imposed upon an accused member to the International President of the Alliance for filing.

Sec. 28. APPEALS

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

ARTICLE XII

Appeals

Section 1. RIGHT OF APPEAL.

Any member aggrieved by the decision, rule, regulation, order or any other act or omission or mandate of an officer or the Executive Board of this Local may, after exhausting his remedies within the Local by appeal to the membership, appeal his case in the following order:

- (1) From the decision of the membership of the Local to the International President of this Alliance
- (2) From the decision of the International President to the General Executive Board
- (3) From the ruling of the General Executive Board to the Alliance in convention assembled and the latter body shall be the tribunal of ultimate judgment.

However, in the interim rulings of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local must be heard within sixty (60) days of the date the appeal was filed or the member may appeal directly to the International President

Sec. 2. TIME ALLOWED FOR FILING.

Appeals shall be cognizable only if filed within thirty (30) days after the decision appealed from. Appeals concerning nominations or elections must be made within fifteen (15) days.

Sec. 3. MUST BE IN WRITING.

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

Sec. 4. COPY OF APPEAL.

When an appeal is taken to the International President from the decision of the Local, a copy of the appeal shall be filed with the Secretary of the Local. Within two weeks the Local shall forward to the International President all the records in the case. If the appeal involves a determination made after trial of charges against a member or officer, the records in the case shall include the sworn charges and 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 Local under the appropriate seal shall certify the correctness of the transcript or of the tape recording and stenographic transcript thereof and the record. The Local shall also answer to the appeal, setting forth reasons in support of its decision, and serve a copy of the answer on the appellant.

Sec. 5. DECISIONS CONCLUSIVE.

The members of the Local shall submit all their rights within the Local and the Alliance first to the determinations of their proper tribunals.

Sec. 6. EXHAUSTING INTERNAL REMEDIES.

The members' further consent to be disciplined in the manner provided by this Constitution and By-Laws, and under no circumstances to resort to outside tribunals until all the remedies therein provided shall have been exhausted.

Sec. 7. APPELLATE PROCESS.

In order for an appeal to be cognizable by the International President, all remedies within the Local, including an appeal of membership, must be exhausted. Appeals within the Local 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 the nominations or elections must be made within fifteen (15) days.

ARTICLE XIII

Permanency

This Local may not dissolve itself as long as it has fifteen (15) members in good standing upon whom full per capita tax is paid and who are desirous of retaining the charter. The article of the Constitution shall not be subject to any altercation or amendment whatsoever.

ARTICLE XIV

Altering or Amending the Constitution

Alterations or amendments to this Constitution shall be made in writing. [All] [SB3] changed Articles and sections must have three readings at three consecutive regular meetings, at the last of which same must receive the favorable vote of at least two-thirds of the members present. Printed copies of the proposed revisions will be made available to Members upon request for review. No such alteration or amendment shall, however, be effective until the International President endorses it.

RULES OF ORDER
Order of Business

1. Opening of the meeting.
2. Roll call of officers.
3. Reading of the minutes of previous meeting.
4. Reading of communications and bills.
5. Propositions of candidates.
6. Reports of committees on candidates.
7. Balloting for candidates.
8. Obligation (or initiation) of candidates.
9. Recess for payment of dues, etc.
10. Reports of committees.
11. Unfinished business.
12. New business.
13. Good and welfare.
14. Announcement of receipts of the meeting and Treasurer's Report.
15. Closing of the meeting.

BY-LAWS

Section. 1. DISHONESTY, DRUG USE OR DRUNKENNESS.

The Local does not condone dishonesty, drug use or drunkenness on the job by any of its members. Any member dismissed from his position or brought up on charges for dishonesty, drug use or drunkenness upon being found guilty thereof shall be fined no less than \$25.00.

Sec. 2. MEMBERS OF COMMITTEES.

The Chairman shall remove any member of a committee who shall refuse or neglect to perform their duty.

Sec. 3. SUMMONS.

Any member who is summoned to appear at a meeting of the membership, the Executive Board or a legally appointed committee of the Local and fails to appear, after receiving due notice of same, shall be penalized to such an extent as the Local may see fit, after fair trial.

Sec. 4. ADDRESS OF MEMBERS.

Any member, on changing their 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. Any member not notifying the Local of change of address within 30 days shall be fined \$1 (one dollar).

Sec.5. DONATION OF SERVICES

No member shall be permitted to donate their services gratis except by permission of the Business Representative under penalty of a fine.

Sec. 6. CONDUCT UNBECOMING A MEMBER

Conduct unbecoming a member or that which is contrary to trade Unionism, or that 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.

Sec. 7. ALTERATION OF BY-LAWS.

No portion of these laws may be suspended, but may be amended or altered by a resolution approved by a majority of the members present at a regular or special meeting after the members have been properly notified in writing (including but not limited to e-mail, SMS text, US Mail, and fax). The International President must approve all changes.