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## **CONSTITUTION AND BY LAWS IATSE LOCAL 918**

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada LOCAL #918 Anchorage, Alaska

### **ARTICLE I**

#### **Name, Affiliation and Jurisdiction**

Section 1: The name of this organization shall be Local No. 918, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO. (Hereinafter 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 and Canada (hereinafter the “Alliance” or “International”) and pursuant to the Constitution and By-Laws of the International.

Section 3: Jurisdiction of the 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.

### **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 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 insure full employment.
- e) To promote and support democracy and free trade unionism.



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f) To engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining throughout all trades and industries.

Section 2: This Local shall endeavor to accomplish the foregoing purposes by organizing, 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: **QUALIFICATION FOR MEMBERSHIP:** No person shall be eligible for membership or to retain membership in the 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; and no member so expelled shall ever 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 eighteen months immediately preceding his application within its jurisdiction and be a citizen of the United States or Canada.

Such applicant must be a 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, religion, national origin, gender, age or sexual orientation.

Section 2: **APPLICATION FOR MEMBERSHIP:** Every application for membership must be made upon the official printed form supplied by the International. Each application must be approved by the General Secretary Treasurer of the Alliance before any action is taken by the Local upon admission of the applicant, and if his endorsement is refused the applicant shall be rejected.

Each application form must be accompanied by no less than one half (1/2) of the required initiation fee, with the balance payable upon acceptance by the Local. If the application is rejected by the Local, that portion of the initiation fee will be refunded. Each application must also be accompanied by the processing fee charged by the International. This processing fee is not refundable under any circumstances.



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Any applicant who is guilty of making false statements upon the application blank shall, if he has been admitted to membership be expelled upon his conviction and shall thereafter be denied membership in this Local. The initiation fee paid by such member shall be forfeited upon his expulsion.

Section 3: **BALLOTING ON APPLICANTS:** Any applicant who complied with the preceding sections of this Article and who is therefore eligible for membership shall be proposed for admission at a regular meeting of the Local. Such applicant shall not be present when his name is proposed for membership. Open discussion shall be permitted and his application shall be balloted upon. A majority vote of the members present shall be required for the acceptance of said applicant.

Section 4: **REGISTERED APPRENTICES:** This Local may register the number of apprentices permitted by the International Constitution and By-Laws. They shall make application as apprentices to this Local on regular application forms. They shall have the financial obligations as the regular members. They shall at all times be under the supervision of the Business Agent. After serving no less than two hundred (200) supervised hours within a three (3) year period from initiation they shall, if not previously voted in, be balloted upon by the membership and shall become fully regular members or their connection with the Local shall cease entirely, dependent on the vote of the membership. In the event the apprentice is not elected to membership his initiation fee shall be returned.

Section 5: A member wishing to withdraw from membership of this Local may do so by sending a letter of resignation to the Local's Secretary-Treasurer and in such case, the resignation shall become effective upon receipt of such notice of resignation. A member so resigning shall forfeit all rights, benefits and privileges incident to membership in the Alliance and the Local. Any member in good standing who wishes to withdraw from membership in the Alliance on the basis of the issuance of an honorable withdrawal card may do so in the manner profiled in Article Nineteen, Section 18 of the International Constitution.

#### **ARTICLE IV**

##### **Headquarters**

Section 1: The headquarters and main office of this Local shall be within the Municipality of Anchorage, 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.



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**Section 2: MEMBERSHIP MEETINGS:** Regular monthly meetings shall be held at a date and time set forth in the By-laws of this Local. The meetings for any three consecutive summer months may be suspended by majority vote of the members present at a regular meeting. Special meetings may be called by the President on petition of no less than five (5) members, and no business, other than that for which the 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.

**Section 3: QUORUM:** Ten percent (10%) of the members in good standing of the Local will be required to open a meeting for the transaction of lawful business.

**Section 4: EXECUTIVE BOARD MEETINGS:** The Executive Board shall meet at least once a month at such other times as called by the President, or as called by a majority of the members of the Executive Board. All members of the Board shall be notified in advance of such meetings. A simple majority of the members of the Executive Board shall constitute a quorum.

## **ARTICLE VI**

### **Nomination and Election of Officers**

**Section 1: ELECTED OFFICERS:** There shall be elected to office the following officers:

President  
Vice-President of Stage/Live Entertainment  
Vice-President of Film  
Business Agent  
Secretary-Treasurer  
Recording Secretary  
Sergeant-at-Arms  
2 At-Large Members

The Executive Board shall consist of the President, Vice-President Stage/Live Entertainment, Vice-President Film, Business Agent, Secretary/Treasurer, Recording Secretary, Sergeant-at-Arms, and the At-Large Members.

Board of Trustees-to consist of three members, the one receiving the highest vote in the election shall be declared the Chair. If vote is a tie, the President shall have the power to appoint the Chair.

**Section 2: ELEGIBILITY FOR OFFICE:** To be eligible for office, a person must have been a member in continuous good standing in this Local for a period of two years.



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No person shall be eligible to hold office in the Local if he/she would be disqualified from holding office in a Union under any applicable Federal or State law.

Section 3: NOMINATIONS: All nominations must be made at the regularly scheduled meeting in the month of February of the election year. After nominations have been closed, the President shall appoint a judge to have charge of the proper conduct of the election and two (2) tellers, none of whom shall be candidates, to assist under direction of the Judge. Members shall be notified by mail of the date, time and place of the meeting at which the nominations are to be taken no less than fifteen (15) 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.

Section 4: ELECTIONS: The election shall be held one every three (3) years in the month of March on the designated Election Day. At such elections, there shall be elected the Officers provided for in Article III Section 1, and the delegates provided for in the same section of this Constitution. Notices of elections shall be mailed to all members no less than fifteen (15) days prior to the election, specifying the date, time and place of the election and the offices to be filled. Such notices shall be mailed to the members last known addresses.

Section 5: ELECTION DAY: The judge of elections, in conjunction with at least one (1) teller shall procure the ballots, tally sheets, and the ballot box, or if voting machines are used, shall arrange for same. It shall be the duty of the Secretary of the Local to preserve the ballots and all records pertaining to the election for period of at least one year. The eligibility of members to vote shall be determined as of Election Day. Every member must have a paid up dues card to receive an official ballot which he/she shall mark alone inside one of the booths. Before leaving the booth, he/she shall fold the ballot so as to conceal his/her vote and deposit it in the ballot box. Any member who through misfortune, is unable to cast his/her own vote may call upon the judge of the elections only to assist him/her. Upon the polls being declared closed, the judge shall open the ballot box and have the ballots counted. If the total agrees with the tally, the judge and tellers shall then proceed to the official count of the votes for the different candidates. The total of each candidate's votes shall be recorded on a recapitulation sheet which must be signed by the judge and tellers, and delivered to the President at the meeting. The President shall then read the results at the meeting and those candidates who receive the highest number of votes shall be declared elected.

Any candidate shall have the right to have an observer, who must be a member in good standing in the local, present at the poll and the counting of the ballots.

All reasonable requests of any candidate to distribute campaign literature by mail or otherwise, at the candidates own expense, to members in good standing shall be honored. Every candidate shall have the right once, within thirty (30) days prior to the election, to inspect (but not copy) a list containing names and last known addresses of all members of this Local who are subject to a



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collective bargaining agreement requiring membership in this Local as a condition of employment.

Elections shall be conducted by secret ballot. Proxy voting shall not be permissible. The absentee voters shall be given written notice of the deadline for the receipt by the Local of such absentee ballots.

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 of the offices, the Secretary may, by acclamation or upon motion, be authorized to cast a unanimous ballot for that (those) candidate (s) and the same shall dispense with the requirement of a secret ballot vote for that office.

Section 6: INSTALLATION: The officers shall be installed at the first regular meeting in the month of April of the election year, 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. *He/She* shall at all times conduct same in accordance with this Constitution and By-Laws and the standing rules attached. For misconduct during the course of a meeting, a member may be summarily fined in an amount not to exceed twenty five (\$25.00) dollars for each separate offense, or at the discretion of the President, he/she may be summarily ejected from the meeting if his/her disruptive conduct persists.

In the 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 of the membership.

*He/She* 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. *He/She* shall, with the consent of the Executive Board use all moral and financial aid in enforcing the rules, wage scale and conditions of the Local.

*He/She* shall be a delegate, or appoint an alternate delegate, to the International Convention.

*He/She* shall appoint the delegates to the Central Labor Council, Alaska AFL-CIO and Advisory Board District One.



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*He/She* shall appoint the members of all committees.

In the event a vacancy occurs in the office of President, the Vice President of Stage/Live Entertainment shall succeed to the office of the President until the vacancy shall have been filled by the membership at a by-election. By-Elections must be held within sixty (60) days after the vacancy was created.

**Section 2: VICE-PRESIDENT OF STAGE/LIVE ENTERTAINMENT:** In the absence of the President, the Vice-President of Stage/Live Entertainment shall assume all the duties of the President. The Vice-President of Stage/Live Entertainment shall be responsible for education and training of the membership in their crafts.

**Section 3: VICE-PRESIDENT OF FILM:** In the absence of the President and Vice-President of Stage/Live Entertainment, the Vice-President of Film shall assume all the duties of the President. In the absence of the President and Vice-Presidents, the body shall select a presiding officer. The Vice-President of Film shall be responsible for the education and training of the membership in their crafts.

**Section 4: SECRETARY/TREASURER:** It shall be the duty of the Secretary/Treasurer to attend all meetings of the membership and the Executive Board. *He/She* shall keep a duplicate copy of all correspondence and keep the seal in his/her possession.

The Secretary/Treasurer shall have ballots prepared with the name of the candidates arranged in alphabetical order; one ballot to be delivered to each member entitled to vote. The seal of this organization shall be placed on all ballots.

The Secretary/Treasurer shall be responsible for obtaining and filing all required State and Federal annual reports which require the signatures of the President and Secretary. The Secretary shall be responsible for seeing that all officers and employees of the Union who handle its funds are properly 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 Secretary/Treasurer: It shall be his/her duty to keep a true and accurate record of all income and disbursements and all assets and liabilities of the Union. *He/She* shall deposit all money in a bank approved by the Executive Board, same to be in the name of the Local, subject to withdraw by checks signed by himself/herself and the President. *He/She* shall collect all dues, fines and assessments from the members and shall report Quarterly to the meeting the standing of all members.

*He/She* shall deliver to an outside accounting firm for auditing purposes all books and papers in his/her possession and shall attend such auditing meetings. Auditing to be done a minimum of once a year.



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*He/She* shall be responsible for obtaining and filing all required State and Federal annual reports which require the signatures of the President and the Treasurer.

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

Section 5: BOARD OF TRUSTEES: the books of this Local must be audited every six (6) 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 the 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 this Local, used as the 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.

Section 6: RECORDING SECRETARY: It shall be the duty of the Recording Secretary to attend all meetings of the membership and the Executive Board. *He/She* shall keep minutes, but not necessarily verbatim, of the proceedings of such meetings in a book provided for such purposes.

Section 7: BUSINESS AGENT: The Business Agent 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 unemployed members.

*He/She* shall report to the Executive Board all alleged violations by members of the laws of the Local. *He/She* shall further report to the Executive Board all grievances filed by members.

*He/She* shall perform such other 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 Local, represent the Local in all dealings with Employers, and shall at all times be under the supervision of the Executive Board.

*He/She* shall be a delegate, or appoint an alternate delegate, to the International Convention.

*He/She* 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 a contract without ratification.

Section 8: 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 interest of this organization. The Executive Board shall decide upon all matters referred





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to it by the membership and their decision shall be binding unless reversed by a majority vote of the members present at a regular 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. They shall have the power to summon as witnesses any members, and those failing to answer may be adjudged in contempt and penalized for same by fine or suspension.

**Section 9: SERGEANT-AT-ARMS:** It shall be the duty of the Sergeant-at-Arms to be present at membership meetings and to see that none but members enter the meeting hall, and carry out such instructions as are given to him/her by the presiding officer.

**Section 10: 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.

**Section 11: 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.

**Section 12: 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 at the regular meeting immediately preceding the meeting at which nominations for office are 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 (2/3) favorable vote by secret ballot of the members present at a special meeting.

## **ARTICLE VIII**

### **Transfer / Reinstatement / Leave of Absence**

**Section 1: TRANSFER:** 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. *He/She* shall be voted on in the same manner as set forth for new members in Article III, Section 3 of this Constitution. After obtaining a transfer card from their local, the member desiring to transfer shall, within thirty (30) days after its issuance, deposit the card with the local with which they wish to become affiliated, which local shall within sixty (60) days after issuance, either accept or reject such applicant.

**Section 2: REINSTATEMENT OF MEMBERS:** Any member who has been suspended from membership shall be required to pay the reinstatement fee of one hundred (\$100) dollars, together with all the 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 application as a new member, and shall be governed by all conditions pertaining to same.



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Any member who has been expelled for failure to pay financial obligations or is the holder of an Honorable Withdrawal card shall be governed by Article Twenty One, Section 14 of the International Constitution and By Laws.

Section 3: LEAVE OF ABSENCE: A leave of absence will be granted to any in-state member requesting one if the following parameters are fulfilled.

a) Full time school enrollment. Proof of enrollment must consist of the following:

- i) 12 Credits or more; and
- ii) Copy of enrollment paperwork for file

b) Medical Emergency/Permanent Disability. Proof of this condition must consist of the following:

- i) Letter from attending physician for file

A leave of absence is valid for the time period of six (6) months to twelve (12) months. After this period has expired the member must either become active again or request an honorable withdrawal. During the time of the leave of absence the member must pay quarterly fee as stated in the By-Laws of this Local.

Section 4: INTERNAL REMEDIES: The members of the Local shall submit all their rights within the local and the Alliance first to be determinations of the proper tribunals. The members further consent to be disciplined in the manner provided by this Constitution and By-Laws, and under no circumstances resort to outside tribunals until the remedies therein provided shall have been exhausted.

## **ARTICLE IX**

### **Revenues**

Section 1: DUES AND INITIATION FEES: The dues payable by each member shall be payable quarterly, in advance, in an amount to be determined by the general membership from time to time. In addition, working dues shall be no less than six percent (6%) of gross wages from work under the Local's jurisdiction.

The amount of the initiation fee may be reduced or waived by a vote of the membership for organizational purposes.

Members at least sixty-five (65) years of age may at their option be declared Retired Members provided they fully cease employment under the Local's jurisdiction or under the jurisdiction of



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any other affiliated IATSE Local union or the International. Retired Members shall have voice, but no vote at meetings of the Local and shall not be eligible to hold office.

The dues payable by each retired member shall be four dollars and fifty cents (\$4.50) per Quarter payable in advance.

**Section 2: SPECIAL ASSESSMENTS:** If, at any time, the Executive Board deems it necessary to acquire additional revenue, for the best interests of the Union, it shall recommend to the membership a special assessment.

**Section 3: INCREASE IN DUES:** The amount of dues shall not be increased nor shall any special assessment be levied or increased unless approved upon by secret ballot by a majority vote of the members in good standing present at a regular meeting, written notice of which has been mailed to the members no less than fifteen (15) days in advance.

**Section 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 to make such other reasonable investments as presented to and approved by the general membership.

**Section 5: OUT -OF-TOWN MEMBERS:** Members of other Locals in this Alliance working in the jurisdiction of the Local shall pay the same percentage of weekly earnings as the regular members of this Local may be required to pay, but shall not be required to pay Quarterly dues to this Local.

**Section 6: AUTHORITY TO EXPEND FUNDS:** The funds of this Local shall be used to defray the proper operating expenses provided herein and for other legitimate purposes to accomplish the objects of the Union.

## **ARTICLE X**

### **Good Standing**

**Section 1: PRIVILEGES:** Members in good standing of this Local shall enjoy all rights, privileges and benefits of this Constitution and By-Laws.

**Section 2: LOSS OF GOOD STANDING:** Failure on the part of any member to pay any financial obligation to this Local within Ninety (90) days after same has become payable shall result in such members 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 (6) months from the date that the financial obligation first became payable, 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 Executive Board.



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Section 3: DEFINITION: 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 of his/her obligations to the Local financially, and in all other regards.

## **ARTICLE XI**

### **Discipline of Members and Impeachment of Officers**

#### **Section 1. Grounds**

In addition to the penalties expressly provided under the various sections of this Constitution and Bylaws, any member who shall breach their duty as a member by violation of the express provisions of the International's or the Local's Constitution and Bylaws 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 Constitution and Bylaws 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 shall not be entitled to stand trial, but shall be punished summarily as this Constitution and Bylaws provide.

#### **Section 3. Charges**

All charges against a member of this Local for a violation of the provisions of the International's or the Local's Constitution or Bylaws 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), 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**



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Charges shall be filed with the Secretary of the Local and must be filed 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 7. 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 they are not found guilty after the trial, the accused shall be immediately reinstated to office with pay for the period they were under suspension.

Whenever an officer of the Local as 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 the 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 International President.

#### Section 8. 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 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 the Executive Board sitting as the trial committee.

If no regular membership meeting is scheduled within a period of thirty (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 ten (10) days after the end of such thirty (30) day period.

#### Section 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 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



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

#### Section 11. Notice

Within one (1) week after reference of the charges the Executive Board shall cause to be served upon the accused personally, or by certified mail to their last known address, a duplicate copy of the charges, and shall notify them 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 12. Postponements

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

#### Section 13. Appearance for Trial

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

#### Section 14. Trial Body

The President shall appoint a trial body of no less than 5 members 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 15. Challenges

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

#### Section 16. Trial in Open Meeting

Where the accused shall be aggrieved by the ruling of the Trial Board upon the challenge of an individual member or members, the accused shall have the election to proceed before the Trial Board, waiving the challenge, or to demand 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.



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#### Section 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 the evidence of the case.

#### Section 18. Member Counsel

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

#### Section 19. Witnesses Sworn

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

#### Section 20. Interrogatories and Depositions

If a witness is 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 a written deposition of his 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 21. 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 International President.

#### Section 22. Report Findings

The Trial 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-Treasurer of the Local and a copy shall be served either personally or by certified mail on the accused within five (5) 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 or her own expense. Immediately upon receipt of the transcript, the Local shall notify the accused in writing of its availability.

#### Section 23. Action by Membership of a Local Union

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 Trial 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 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 24 hereof.

#### Section 24. Acquittal or Conviction



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After submission of the report, the accused, if aggrieved by the decision of the Trial 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 Trial Board as to the guilt or innocence of the accused. If a majority of the members present so vote, the findings of the Trial Board 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 (2/3) of the members present shall vote contrary to the findings of the Trial Board, the findings shall stand reversed, otherwise, the findings shall stand upheld.

#### Section 25. Imposition of Penalties

If the accused is found guilty, the membership shall then proceed to vote upon the decision of the Trial Board as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Trial Board shall be adopted. If a majority of the members present reject the penalty decided upon by the Trial Board, the membership shall then propose and proceed to vote upon the alternative penalty to be imposed, the members voting to expel, suspend, fine and/or reprimand.

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

#### Section 26. Where Trial Was Before Membership

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

#### Section 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.

#### Section 28. Appeals

Appeals may be taken from decisions upon the charges against members of this Alliance in the manner provided by Article Seventeen of the International Constitution and Article Twelve 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.

#### Section 29. Apprentices

The due process rights set forth in this Article are applicable to Journeymen members only, not to Apprentices who are provisional members.





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## **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 their remedies within the Local by appeal to the membership, appeal the 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, ruling of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of the 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.

#### **Section 2. Time Allowed For Filing**

Appeals from a lower to a higher tribunal 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 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 and properly dated.

#### **Section 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 (2) 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 correctness of the transcript or of the tape recording and stenographic transcript thereof and the record shall be certified by the Local under the appropriate seal. 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 by certified mail.

#### **Section 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.



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#### Section 6. Exhausting Internal Remedies

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

#### Section 7. 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 XIII**

#### Permanency

This Local shall not dissolve itself while there are fifteen (15) dissenting Members, nor shall this Article of the Constitution be subjected to any alteration or amendment whatsoever.

### **ARTICLE XIV**

#### Altering or Amending the Constitution

Section 1: Alterations or amendments to this Constitution shall be made in writing and have three (3) readings at three (3) consecutive regular meetings at the last of which same must receive the favorable vote of at least two thirds (2/3) Of members present. No such alteration or amendment shall, however be effective until it is endorsed by the International President.



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## **By-Laws IATSE Local 918**

REVISED 04/18/2015

### **Section 1. DISHONESTY DRUNKENESS and DRUG ABUSE.**

Any member appearing on a job under the influence of alcohol or any illegal substance shall be penalized by a mandatory fine of \$200.00 for each offense.

Any member dismissed from his/her position for dishonesty, drunkenness or drug abuse, upon being found guilty thereof, shall be fined up to \$500, rotated down to the next list (for a period to be determined by tribunal), suspended or expelled. This Local will not support nor tolerate anyone who has been discharged from his/her position through dishonesty, intoxication or drug abuse, but will at all times strive to uphold the good name of the Local.

### **Section 2. MEMBERS OF COMMITTEES.**

Any member of a committee who shall refuse or neglect to perform his/her duty shall be removed by the Chairman.

### **Section 3. SUMMONS.**

Any member who is summoned to appear at a meeting of the membership, the Executive Board or a legally appointed committee of this Local, and fails to appear, after being duly notified, shall be penalized to such an extent as the Local may see fit.

### **Section 4. ADDRESS OF MEMBERS.**

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

### **Section 5. DONATION OF SERVICES.**

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

### **Section 6. MEMBERS DOUBLING UP.**

Members desiring 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 under penalty of a fine.

### **Section 7. CONDUCT UNBECOMING A MEMBER.**



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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.

### **Section 8. LEAVING POSITION.**

Any member leaving a position occupied by virtue of a collective bargaining agreement with an Employer must notify this Local and his/her employer at least two weeks in advance. Any casually employed member should notify the Business Agent at least two weeks in advance of leaving the jurisdiction of the Local, and a forwarding address left with the Secretary of the Local.

### **Section 9: LATE FINES.**

The fine policy is as follows:

All employees late five (5) to ten (10) minutes will be fined ten dollars (\$10) for each offense. Employees more than ten (10) minutes late will be fined in the following manner:

1<sup>st</sup> Offense: Fine of \$25

2<sup>nd</sup> Offense within a 90 day period of your most recent offense: Fine of \$50 and written warning.

3<sup>rd</sup> Offense within a 90 day period of your most recent offense: Fine of \$75 and be ineligible for dispatch for a period of one month.

A No-Show may be replaced by the Steward or the Business Agent and fined as per above. Fines may be reduced, expanded or exchanged for other forms of penalty, if a written appeal is forwarded to the Executive Board within ten (10) days of the notification of the fine. The Executive Board, upon receipt of the appeal, will notify the individual of its decision within ten (10) days.

Any fines levied on a member of this local shall be paid in full to be considered in good standing. The fines must be paid within ninety (90) days of the fine being administered.

### **Section 10: ABSENT OFFICERS.**

Any officer absenting him/herself from three consecutive meetings without a satisfactory excuse (as determined by the E-Board) shall forfeit his/her office, and said office shall be declared vacant, nomination for the same open.



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**Section 11: Members PAYING SALARIES OR WAGES.**

Any member employing a person within Local 918's jurisdiction, being found guilty of paying less than the current median wage scale of our local, without written permission from the Business Agent, shall be subject to a fine of not less than \$250, suspension or expulsion.

**Section 12: ROBERTS RULES OF ORDER.**

In the absence of a standing rule to apply to questions before the Local, reference shall be made to Roberts Rules of Order. A copy of Robert's Rules of Order shall be present at all meetings of this Local.

**Section 13: MEMBERS CONVICTED:**

Any member convicted of any detrimental action against this Local shall not hold office for two years following the conviction.

**Section 14. INITIATION FEES.**

Initiation fees are set at \$350.00 with an additional \$100.00 International processing fee and are payable in the manner set forth in Article IX, Section 1, of the Constitution of this Local.

**Section 15. QUARTERLY DUES.**

Quarterly dues are set at \$66.00 per quarter including the District per capita tax, and are payable in the manner set forth in Article IX, Section 1, of the Constitution of this Local.

**Section 16. COMPENSATION OF OFFICERS.**

Officers shall be compensated as follows: President, Vice-Presidents, Secretary/Treasurer, Business Agent, Recording Secretary and Sergeant at Arms will receive quarterly dues stamps while serving in their positions on the Executive board. In addition Secretary/Treasurer and Recording Secretary will be paid monthly with officer compensation as set by the general membership. Business agent to receive officer compensation as set by the general membership or 2% of any new business signed (whichever is greater during a calendar year).

**Section 17. MEMBERSHIP MEETINGS.**

- a) General membership meetings will be held on the third Monday of each month at the hour of 7pm.



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- b) Electronic meetings and electronic attendance to meetings, when appropriate equipment is available, is authorized through the use of a conference telephone or other communications equipment by means of which all participating in the meeting can communicate with each other at the same time.
- c) The quorum for a meeting with electronic attendees, once established by roll call, shall be assumed present until the meeting is adjourned.
- d) It shall be the responsibility of the electronic attendee(s) to ensure that non-members do not observe their stream(s) of the meeting.

### **Section 18. WORKING DUES.**

Working Dues shall be 6% of the gross. Working Dues for those members traveling under pink contract shall be \$12.50 per week of employment, with a minimum of one week.

### **Section 19: LEAVE OF ABSENCE DUES.**

Leave of absence dues are set at an amount equal to the dues set forth by the International, rounded up to the nearest \$5.00 increment, per quarter, and are payable in the manner set forth in Article 8, Section 3, of the Constitution of this Local.

### **Section 20. ALTERATION OF BY-LAWS.**

No portion of these laws may be suspended. They may, however, be altered or amended by a resolution approved by a majority of the members present at a regular or special meeting after the members have been properly notified.

### **Section 21: LEAVING THE WORKSITE.**

Any crewperson leaving the worksite without authorization from the appropriate person or persons, i.e. Lead, Steward or Employer representative, during working time, is subject to a maximum fine of \$100 and/or other sanctions as determined by the Executive Board. Working time is defined as any time from the start time to the end time of a call excluding designated breaks.

### **Section 22: WORKING WITHOUT UNION CONTRACT WHILE NEW CONTRACT NEGOTIATIONS ARE IN PROGRESS.**

a. It is an important goal and purpose of the Local to organize employers to obtain a contract or agreement in order to ensure work at a decent wage and to maintain an appropriate living standard for its members.



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b. It is an important goal and purpose of the Local to organize employers to obtain a contract or agreement in order to ensure work at a decent wage and to maintain an appropriate living standard for its members.

c. When an employer has been notified by the Local of its intent to negotiate an agreement or contract, the members will be advised at the next general meeting. At this time, all members who may be working with or for the employer must provide in writing to the Local a list of any hours they expect to work for the employer in any category or classification represented by the Local. Failure to provide this information on a bi-weekly (every other week) basis will result in a three-month suspension from dispatch through the Local.

d. There will be a vote at the next general meeting as to whether or not the Local should allow any members to continue working for an employer that does not have a Local contract or agreement covering the categories or job classifications represented by the Union.

e. If a cease work order is issued because of this vote, any member of the Local continuing to work for the employer, after a two-week period from the date of issuance, will be fined \$500.00 for the first offense and will be expelled from the Local if a second offense occurs.

Any part of these By-Laws conflicting with State of Alaska, or US Government Labor Laws shall be null and void, but shall not render the remainder of the By-Laws null and void.