

**CONSTITUTION  
AND  
BY-LAWS**

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

**LOCAL NO.48  
AKRON, OHIO**

Affiliated with the  
Ohio State Federation of Labor

Tri-County Regional Labor Council, AFL-CIO

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**ARTICLE I**  
**Name, Affiliation, Jurisdiction, and Purpose**

**SECTION 1**  
**Name**

The name of this organization shall be: Local Union No.48, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada /dba/ Akron-Canton Theatrical Stage Employees, hereinafter called the "Local."

**SECTION 2**  
**Affiliation**

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

**SECTION 3**  
**Jurisdiction**

Jurisdiction of this Local shall embrace the Jurisdiction set forth in the Charter granted, and as more fully defined in Article 18, Section 9 and 10 of the International Constitution.

**SECTION 4**  
**Purpose**

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

- 1) To improve their wages and hours of work, to increase their job security and to better their working conditions.
- 2) To advance their economic, social and cultural interests.
- 3) To establish peaceful and harmonious relations between its members and their employers, and to increase the stability of the industry.
- 4) To assure full employment.
- 5) To promote and support democracy and free trade unionism.
- 6) To engage in 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.

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 II  
Government**

**SECTION I  
Supreme Law**

The International Constitution and By-Laws, as well as this Constitution and By-Laws, shall be the Supreme Law of this Local. Any changes to the International Constitution and By-Laws shall automatically be adopted into this Local's Constitution and By-Laws.

**SECTION 2  
Membership Meetings**

Regular meetings shall be held each month on the second Monday at a time established by the membership in accordance with procedure, unless otherwise notified. (see standing rule #5)

Special meetings shall be called by the President on petition of not less than five (5) members and no business 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 eleven (11) full members in good standing is required to open a meeting for the transaction of lawful business.

**SECTION 3  
Executive Board Meetings**

The Executive Board shall meet at least once a month and at such times as called upon to do so by the President. A majority of the members of the Executive 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 for Board meetings.

**ARTICLE III**  
**Membership**

**SECTION 1**  
**Qualifications for Membership**

Any person applying for membership in this Local must be of good moral character and reputation; unless waived by the International for proper cause upon application by the Local, must have been a resident for at least eighteen (18) months immediately preceding his application within its jurisdiction; be at least eighteen (18) years of age; and be a citizen of the United States or Canada.

No person shall be eligible either to obtain 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 and/or Canada.

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

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

Each application submitted to the General Secretary-Treasurer shall be accompanied by such processing fee as may be determined by the International. This processing fee is not returnable.

Upon acceptance of apprenticeship, one-half of the initiation fee is due within thirty (30) days. The balance is to be paid within six (6) months of being voted to journeyman status. The apprentice will have voice, but no vote.

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

**SECTION 3**  
**Examination of Applicants**

Applicants for membership may, if so decided by the Body, be required to pass a satisfactory examination as to competency and qualifications. If required, such examination shall be before a Board of Examiners, consisting or or appointed by the Executive Board. The examination shall be uniform for all applicants.

**SECTION 4**  
**Balloting on Applicants**

An applicant who has 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 at the next meeting of the Local the application shall be balloted upon. A majority vote of the members present shall be required for acceptance of said applicant. Voting shall be by secret ballot on one applicant at a time.

**SECTION 5**  
**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 official application forms. They shall have the same financial obligations as the regular members. After serving not more than three (3) years apprenticeship, they shall be balloted upon for full membership or their connection with the Local shall cease entirely. In the event the apprentice is not elected to full membership, his initiation fee shall be returned.

**SECTION 6**  
**Apprentice Balloting**

Applicants for apprenticeship or membership may be considered during any calendar month or through a special meeting called for such purpose. An apprentice may be brought into full membership at any regularly scheduled or special meeting during the year.

Such applicant shall not be present when his name is proposed for membership. Open discussion shall be permitted, and at the next meeting of the Local the applicant shall be balloted upon. A majority vote of the members present shall be required for acceptance of said applicant. Voting shall be by secret ballot on one applicant at a time.

**SECTION 7**  
**Seniority**

The working rights of all members of Local No.48 I.A.T.S.E. shall be determined by the date they started working for the Local No.48 Hiring Hall as set forth in the Local No.48 Hiring Hall rules.

**ARTICLE IV**  
**Headquarters**

The headquarters and main office of this Local shall be within the City of Akron, Ohio, at such place as may be designated by the Local.

**ARTICLE V**  
**Nomination and Election of Officers**

**SECTION 1**  
**Elected Officers**

There shall be elected to office the following officers:

- President
- Vice President
- Business Agent
- Secretary
- Treasurer
- Executive Board - consisting of the President and  
one (1) elected member per eight (8) full members;  
limited to nine (9) members
- Board of Trustees - three (3) members
- Sergeant at Arms
- Delegate to Conventions
- Alternate to Conventions
- AFL-CIO Delegate to Akron
- AFL-CIO Delegate to Canton

**SECTION 2**  
**Eligibility**  
Ratified 10/12/09

To be eligible for office other than as a delegate of the International Constitutional Convention, a person must have been a full member in good standing continuously of this Local for a period of two (2) years immediately preceding the election and who is not disqualified from holding office under any applicable governmental law. (see Article IX of this Constitution and By-Laws)

**SECTION 3**  
**Nominations**

All nominations must be made at the regularly scheduled meeting in the month of November. No member shall be nominated if absent when the member's name is presented, unless the member had provided a written consent for candidacy with the Secretary or Clerk of the Election Board, prior to the start of the nominations meeting. Self-nominations are not acceptable.

Members shall be notified by mail of the date, time and place of the meeting at which nominations are to be taken at least fifteen (15) days in advance of the meeting. Such notice shall also state the offices to be filled by election and the manner in which nominations are to be received and be mailed to the member's last know address.

## **SECTION 4 Election Committee**

The Election Committee will be comprised of three judges appointed by the President following the completion of the nomination meeting. Candidates' positions on the ballot will be determined alphabetically. Write-in candidates will be permitted.

## **SECTION 5 Elections**

The elections shall be held once every three years (3) in the month of December. At such elections, there shall be elected the Officers provided for in Article V, Section 1 of this Constitution and By-Laws.

Notices of Election shall be mailed to all members at least twenty-one (21) days prior to the election date, specifying the time-table of the election and the offices to be filled. Such notices shall be mailed to the members' last known address.

Election will be conducted by a mail ballot which will use a secure site for the delivery of the voted ballots. A restricted P O Box will be used to receive the ballots and a secure return address is used for undeliverable ballots.

## **SECTION 6 Election Procedures\***

as established July 15, 2004 between IATSE Local No.48 and  
the Department of Labor (DOL), Office of Labor-Management Standards (OLMS)

The ballots will be prepared internally by the Elections Committee. The official printed ballot of the Local shall bear the official seal, date, offices and candidates' names. It shall be the duty of the Secretary of the Local to preserve the ballots and all other records pertaining to the election for a period of three (3) years.

The eligibility of members to vote must be verified. Every member in good standing shall have the right to vote for or otherwise support the candidate of his choice. Good standing is defined as having paid initiation fees and having to continued to pay all dues, assessments, and fines or other obligations when due. Apprentices and retirees are not eligible to vote in elections. Good standing implies payment of all dues thru the prior month. A certified check, cash or money order will be accepted by the Treasurer up until four (4) days prior to the Election tally date, to make voters eligible.

The tally of ballots will be conducted by the Election Committee at the Union Hall. The candidate receiving the largest number of votes shall be declared elected. In the event of a tie, a coin toss will be used to determine a winner.

Election results will be posted at the Union Hall and on the Local's home web page. The results will also be read at the December General Meeting.

Any candidate will have the right to have, at his/her expense, an observer (who must be a member in good standing in the Local), present at each phase of the election. Observers must be designated as observers by candidates, in writing, to the Elections Committee.

No employer or union funds, facilities, supplies, or equipment will be used to support any candidate in the election.

All reasonable requests of any candidate to distribute campaign literature to the membership, at the candidate's expense, will be honored. Requests must be made to the Local to the attention of the Secretary at least two business days in advance of the date the candidate desires the mailing to be issued. The requester must provide envelopes and postage. The Secretary will obtain and affix mailing labels to the envelopes. Otherwise, the envelopes should be "mail ready." The requester must bear the cost of the mailing.

Every candidate shall have the right once within thirty (30) days prior to the Election tally date to inspect (with an election teller present) but not copy or take notes from the Local's membership list. Requests to inspect the union's membership list should be addressed to the Local's Secretary.

Elections shall be conducted by secret ballot. A three envelope mail ballot system will be employed to ensure maximum security. The Elections Committee will supervise the mailing of the ballots, marking each mailed ballot to ensure authenticity. A restricted P O Box will be used to receive the ballots. A secure return address for ballots will be employed for security and efficiency. Returns will be re-mailed after securing a more accurate mailing address.

Protests regarding the election must be filed in writing within 10 days of the tally with the Executive Board of I.A.T.S.E. Local No.48.

## **SECTION 7 Installation**

The officers shall be installed immediately following their election and shall subscribe and assent to the required pledge before entering upon the duties of their office. The installation of officers will occur at the next General Meeting following the Election tally date. The installation will occur at the Local's Union Hall. The office will remain in that post until the new officer is sworn.

## **SECTION 8 Term**

The term of office shall begin January 1<sup>st</sup>, following the Election tally date.

## **SECTION 9 By-Elections**

If a vacancy should occur during the term of any officer of this Local, the President shall have the power to appoint a member in good standing to fill the vacancy and until the vacancy has been filled by the membership at the next regularly scheduled general election.

**ARTICLE VI**  
**Duties of Officers**

**SECTION 1**  
**President**

The President shall preside at all meetings of the membership and of the executive board. He shall at all times conduct same in accordance with this Constitution and By-Laws and the standing rules attached thereto.

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 challenged by the Executive Board or the membership.

He shall see that all officers perform their duties as prescribed in the Constitution and By-Laws and shall be a member, ex-Officio of all committees.

He 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.

He shall appoint the members of all committees.

The President shall also be empowered to appoint Delegates to such conventions or trade assemblies (other than those named in Article V) as shall be of interest 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.

For the satisfactory discharge of duties of the office, the president shall be exempt from the payment of dues and shall receive a flat monthly salary or a percent of the general fund. This salary is to be determined by the executive board and approved by the membership 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. The President by virtue of the office shall be a delegate to Conventions and an AFL-CIO Delegate to Akron

**SECTION 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 the Vice President at a meeting, the body shall select a presiding officer.

The Vice President shall be an ex-Officio member of the Executive Board. For the satisfactory discharge of his duties in office he shall be exempt from paying dues.

### **SECTION 3** **Secretary**

It shall be the duty of the Secretary to attend all meetings of the general membership and all sessions of the Executive Board wherein he shall perform such duties as are required of his office, under the Constitution and By-Laws of this Local.

It shall further be the duty of the Secretary to accurately record the minutes of those meetings and the Secretary shall cause to have on hand during each meeting of the Local or Executive Board all such minutes so as to provide the members with a reading thereof upon request or as required. Such minutes shall be compiled in a book provided for that purpose in a systematic way. The Secretary shall transcribe such minutes as soon as possible after each meeting and he shall keep the book containing the minutes of this Local in the Local's office or other designated place at all times, except those occasions when it shall be made available for meetings of the Local. The Secretary shall bring the book to all meetings.

The Secretary will keep a Book of Motions that show all motions made and who seconded it, and if it passed or failed. The book will be available at each meeting.

The Secretary shall be the keeper of all official records of this Local, including the official seal and all official forms and stationary. He shall have custody of the official Constitution and By-Laws and shall maintain a record of all amendments thereto and shall keep available for consultation at all meetings said Constitution, By-Laws and amendments.

The Secretary shall prepare and execute all reports and forms that may be required of him under applicable Federal, State, and Local laws or provisions of the International Constitution.

He shall have full charge of the office under the supervision of the Executive Board, including the right to make reasonable expenditures to fulfill his duties.

The Secretary shall keep a record of all present members, of all applications for membership, of all members in good standing, of all members suspended or expelled, of all members transferred, as well as a record of each members name, residence, date of membership and current financial standing in the Local. He shall provide each member at least fifteen (15) days written notice prior to any Local election, prior to any special meeting or prior to any disciplinary action.

The Secretary shall promptly answer all correspondence addressed to the Local from the International, affiliated Locals, Members, or other sources and he shall carefully file in a systematic way all such correspondence and documents received by him, as well as copies of replies thereto.

At the conclusion of his term in office, he shall turn over all such items, books, records, and documents to his successor.

In the absence of the Secretary the Executive Board shall adopt an interim Secretary to record the minutes of the current meeting. Any compensation for the interim Secretary shall be derived from the salary of the Secretary.

For the satisfactory discharge of the duties of his office, the Secretary shall be exempt from the payment of dues and shall receive a flat monthly salary or a percent of the general fund. This salary is to be determined by the Executive Board and approved by the membership.

#### **SECTION 4** **Treasurer**

It shall be the duty of the Treasurer to keep accurate records of all income and disbursements belonging to this Local and he shall at all times have the Local's financial records in correct and current order. The Treasurer shall deposit all monies received by him in a bank approved by the Executive Board with such money being deposited in the name of the Local, and disbursements from such funds shall be written on checks to be signed only by the Treasurer and/or the President of this Local.

It shall be the duty of the Treasurer to report quarterly to the membership the financial standings of this Local.

The Treasurer shall deliver to the Chairman of the Board of Trustees for auditing and verification all books and papers in his possession on a quarterly basis, and he shall attend all auditing meetings.

The Treasurer shall be bonded by a reputable and qualified surety company in the amount required by law. The bond shall be placed with the Secretary for safekeeping and all premiums shall be paid out of the Local's general fund.

It shall be the duty of the Treasurer to pay all obligations of the Local and he shall forward all matters and reports which are required by law to be filed by him, and at the end of his term in office, he shall deliver to his successor all financial records and monies belonging to this Local.

It shall be the duty of the Treasurer to notify the Secretary of all members thirty one (31) days in arrears of any payment of fines, assessments and he shall furnish the Business Agent, Call Steward, with notice of same.

It shall be the duty of Treasurer to provide required information to officials of the Health and Welfare and Pension funds.

The Treasurer, may request and receive a finance assistant to be appointed by the Executive Board and approved by a vote of the membership, whose duties it will be to assist the Treasurer in compiling and computing all work sheets delivered to said office with such assistance being paid from the funds expressly established as compensation for the duties of the Treasurer.

The Treasurer will be an ex-officio member of the Executive Board. For satisfactory discharge of the duties of his office, the Treasurer shall be exempt from paying dues, and shall receive a percentage of the General Fund and Labor Fund. These percentages shall be determined by the

Executive Board and subject to approval by the membership.

## **SECTION 5 Business Agent**

The Business Agent shall supply employers with manpower when called upon to do so. He shall keep an accurate list of all work given out, as well as a list of unemployed members. In addition he will be paid a percentage determined by the income of the Local. This salary will be subject to approval of the Executive Board and final approval of the membership. The Business Agent shall report to the Executive Board all alleged violations by members of the laws of the Local.

He shall perform such duties as ordered by the membership or by the Executive Board between membership meetings. He shall take full charge of the office of this Union, represent the Local in all dealings with the employers, but shall at all times be under the direction of the Executive Board.

He shall be the chairman of all negotiating committees. The committee shall be made of the Business Agent and two (2) members in good standing. 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.

In return for his services, he shall be paid for all expenses while performing his duties and shall also be exempt from paying dues.

Upon action of the Executive Board, a Call Steward can be delegated to supply employers with manpower and keep the records of such work. In addition he will be paid a percentage of the Business Agent's salary for the period of employment, which shall be deducted from the Business Agent's salary. This position will be subject to final approval of the membership. The Business Agent by virtue of the office shall be a Delegate to Conventions and an AFL-CIO Delegate to Akron.

## **SECTION 6 Board of Trustees**

The books of this Union must be audited every three (3) months by the Board of Trustees, who will make a detailed report of their findings at the next regular meeting. The Board of Trustees is charged with the responsibility of seeing to it that any officers or employees of this Local who handle its funds and property are bonded for the faithful discharge of their duties to the extent and in the amount and form required by law. The Board of Trustees shall also be responsible for seeing to it that all books and records of the Local, used as a basis for preparing reports required by law to be filed with the Government, are preserved for at least five (5) years from the dates such reports were filed.

The Trustees shall be elected for a period of three (3) years; with the senior member of the

Trustee Board to serve as chairman. For the satisfactory discharge of the duties of their office, the Trustees shall be exempt from paying dues.

### **SECTION 7**

#### **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 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 16 and 17 of the General Constitution and By-Laws. 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 same by fine or suspension.

For the satisfactory discharge of this office, the Executive Board members shall be exempt from paying dues.

### **SECTION 8**

#### **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.

### **SECTION 9**

#### **Delegates to 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. The Business Agent will be the delegate to the I.A. Convention. The President by virtue of the office is the second delegate authorized to attend all conventions and AFL-CIO Delegate to Akron.

### **SECTION 10**

#### **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.

**ARTICLE VII**  
**Transfer and Reinstatement**

**SECTION 1**  
**Transfer**

Any member of another Local of this International wishing to transfer his membership to this Local shall present a transfer card from the local union of which they are a member.

After obtaining a transfer card from this 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.

Any member taking a transfer card from this local shall for all purposes continue to be a member of the local until the transfer card is accepted by another local. Pending the acceptance of the transfer card by another local, the transferring member shall remain upon the roster of members of this local and shall continue to pay all dues and assessments to this local and enjoy all the rights and privileges of membership.

**SECTION 2**  
**Reinstatement of a Member**

Reinstatement process shall follow Article 21, Section 14 of the International Constitution and By-Laws.

**ARTICLE VIII**  
**Revenues**

**SECTION 1**  
**Dues**

The dues of each member of this Local shall be not less than the cost to the Local for quarterly stamps plus \$5.00 per quarter, payable prior to the start of each quarter.

**SECTION 2**  
**Initiation Fee**

The initiation fee for Local No.48 shall be one thousand dollars (\$1000) but may be reduced or waived by the vote of the membership for organizational purposes.

**SECTION 3**  
**Percentage**

Members of this Local shall pay a percentage of their earnings to this Local. The amount of percentage shall be determined by the Executive Board and approved by a majority vote of the members present at a special or regularly scheduled meeting, written notice of which was mailed to the members at least fifteen (15) days in advance.

**SECTION 4**  
**Special Assessments**

If at any time the liabilities of this Local exceed the receipts thereof, the deficiency shall be made by assessing each member of this Local.

**ARTICLE IX**  
**Good Standing**  
Ratified 10/12/09

Members in good standing in this Local shall enjoy all the 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 thirty (30) days after same becoming 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 vote. If such default continues for a period of more than six (6) months from the date that the financial obligation first became payable and should the member fail to pay up in full their indebtedness within ten (10) days after written notice by certified mail of their default has been sent (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.

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 also in all other regards.

**ARTICLE X**  
**Discipline of Members and Impeachment of Officers**  
Ratified 10/12/09

**SECTION 1**  
**Grounds**

In addition of the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall breach their duty as a member by violation of the express provisions of the International's of the Local's Constitution and By-Laws or by such conduct as

is detrimental to the advancement of the purposes which this Alliance pursues, or as would reflect discreditably upon the Alliance, shall be subject to discipline in the manner set forth in the sections following. Charges filed against officers of the Local shall be filed pursuant to this Article.

## **SECTION 2 Fair Trial**

Nothing in the provisions of this 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 shall not be entitled to stand trial, but shall be punished summarily as this Constitution and By-Laws provide.

## **SECTION 3 Charges**

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

## **SECTION 4 Penalty for Preferring False Charges**

If false charges shall be maliciously preferred against any member, the person or persons preferring such charges shall be fined Five Hundred Dollars (\$500), the fine to be imposed upon acquittal of the member accused.

## **SECTION 5 Charges Filed in Duplicate**

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

## **SECTION 6 To Whom and When Preferred**

Charges shall be filed with the Secretary of the Local 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 office 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 in accordance with the Constitution or By-Laws of the Local.

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 does so in a written notarized and witnessed statement and has been advised in writing as to the range of penalties that may be imposed upon him 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 pr 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 Executive 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 Executive Board of the Local, as provided by its Constitution or By-Laws, shall sit as a trial body to hear all evidence upon the charges, and to determine the guilt or innocence of the accused and make recommendations as to the penalty to be imposed is found guilty.

**SECTION 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 a challenge, the other members of the Board shall pass on its validity, sustaining or overruling it.

**SECTION 16**  
**Trial in Open Meeting**

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

waiving the challenge, or to demand trial before the members of the Local in open meeting. Provided, that is 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.

### **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 Executive Board so request, the testimony of any witness must be taken under oath, to be administered by the Chairman of the 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 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 (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 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 of tape recording, the report of the Executive Board or Trial Committee shall be submitted to the membership for appropriate action as hereinafter provided. The transcript of the hearing shall not be read except upon motion duly seconded and carried by a majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Section 24 hereof.

**SECTION 24**  
**Acquittal or Conviction**

After submission of the report, the accused, if aggrieved by the decision of the Executive Board, shall be afforded an opportunity to speak with 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 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 Executive 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 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.

When membership voting on the report of the Executive 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. 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.

**ARTICLE XI**  
**Permanency**

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

**ARTICLE XII**  
**Altering or Amending the Constitution**

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

**ARTICLE XIII**  
**Definitions**

**SECTION 1**  
**Plural and Singular**

In this Constitution and By-Laws the plural shall include the singular and the singular shall

include the plural.

## **Section 2. Gender**

In this Constitution and By-Laws the masculine shall include the feminine.

## **BY-LAWS**

### **Section 1 - Dishonesty or Drunkenness**

Drinking alcoholic beverages or the use of illegal drugs on the job is prohibited.

### **Section 2 - Members of Committees**

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

### **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 the Local and fails to appear, after receiving due notice of same, shall be penalized to such and extent as the Local may see fit, after a fair trial.

### **Section 4 - Address of Members**

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

### **Section 5 - Donation of Services**

No member shall be permitted to donate his services gratis, except by permission of the Business Agent, under penalty of a fine that the Executive Board may see fit.

### **Section 6 - Members Doubling Up**

Members desiring to double up or work simultaneous positions on any job or jobs under the jurisdiction of the Local must obtain the consent of the Business Agent or be subject to charges.

### **Section 7 - Refusing to Cover Positions**

No member shall refuse to go on a position after being instructed to do so by the Business Agent or Call Steward (unless the employee can show the position is unsafe).

### **Section 8 - Conduct Unbecoming a Member**

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

### **Section 9 - Leaving Position**

Any member leaving a position must notify this Local and his employer at least two (2) weeks in advance.

### **Section 10 - Responsibilities of Members on the Road**

Any member going on the road shall forward a copy of the road contract and itinerary to the Secretary of Local 48.

On road jobs, percentage will be paid on the total amount of wages subject to FICA withholding. A completed work sheet attached to a percentage check must be sent to the Treasurer by the end of each month. Failure to comply with this section will result in the revocation of the members road card.

Should any house position be vacated for a road position, then that job becomes open for the duration of the full time position. A member may not return and bump the new man from his position.

### **Section 11 - Alteration of By-Laws**

No portion of these By-Laws may be suspended, but may be amended by a resolution approved by a majority of the members present at a regular or special meeting, due notice having been given. All change must be approved by the International President.

## **STANDING RULES**

1. In the absence of a standing rule to apply to questions before the body, recourse shall be had to "Robert's Rules of Order".
2. No subject of a partisan or religious nature shall at any time be admitted.
3. No person who is not a member of the Local shall at any time be allowed at any meeting of this Local without the consent of the Union.
4. Refreshments other than water, coffee, tea, and soft drinks shall not be allowed in the headquarters of this Local while the meeting is in session.
5. Meetings shall be held on the second Monday of each month at 7:30 p.m., at the Union Hall, unless otherwise notified.
6. Smoking shall not be permitted within the order of the meeting.
7. Apprentices may attend meetings, they shall have voice, but no vote.