

# NABET-CWA LOCAL 31

## BY-LAWS

**MARCH 11, 2002**

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## **ARTICLE I**

### **Name and Objectives**

#### Section 1.10

This organization shall be known as Local 31 of the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO, CLC.

#### Section 1.20

The Local may be affiliated with and remain in good standing with the Metropolitan Washington Council, AFL-CIO.

#### Section 1.30

In all cases throughout these By-Laws where masculine gender is used, it is to simplify rather than to exclude and shall mean feminine or masculine as the case may be.

## **ARTICLE II**

### **Membership**

#### Section 2.10

The membership shall consist of all persons who have been duly accepted and accredited as members by the eligibility as set forth by the Sector By-Laws and the By-Laws of the Local; and whose primary employment is within the bounds of the Charter granted by the Sector Executive Council.

#### Section 2.11

Application for membership shall be made on such forms as may be required by the Sector Executive Council.

#### Section 2.12

Election to membership shall be by a majority vote of the members of the Local Executive Board present and voting at a regular Local Executive Board meeting.

#### Section 2.20

An applicant for membership shall become a member when approved at a meeting of the Local Executive Board, provided that payment of dues and arrangement for payment of initiation fee has been made with the Treasurer (Secretary-Treasurer). The Local Executive Board shall determine the terms of payment of Initiation Fee.

#### Section 2.30

The rights and duties of each member are outlined in Article II, Sections 2.4 and 2.5 of the Sector By-Laws and the Local By-Laws.

#### Section 2.31

Each member in good standing in the Local shall be entitled to cast one vote on each ballot at any general or special meeting of the Local membership, in all general elections of the Local, and in the elections in the Group to which he may be assigned by the Local Executive Board.

#### Section 2.32

Each member in good standing in the Local shall be entitled to attend any general or special meeting of the Local membership, or any Local Executive Board meeting.

#### Section 2.40

Every member of the Local, shall, when working in a freelance capacity, work in accordance with the basic minimum agreement and any contracts that may apply.

### **ARTICLE III**

#### **Local Executive Board and Officers**

#### Section 3.10

Local 31 shall elect from its members in good standing the Local Officers as set forth in Article VII Section 8.9 of the Sector By-Laws.

#### Section 3.20

The duties and powers of the Local President, Local Vice-President, Local Secretary, Local Treasurer (Local Secretary-Treasurer) shall be outlined in the Sector By-Laws and the Local By-Laws. The Assistant(s) to the President shall carry out such duties as may be delegated by the Local President. Executive Board members shall have the duties and powers described within the Sector By-Laws. Alternate Executive Board members shall have the power to act at an Executive Board meeting only in the absence of the Executive Board member. He shall assume the full duties of the Executive Board member should that member become unable to serve.

#### Section 3.21

The Local Vice-President shall be assistant to the Local President and shall act in the place and stead of the Local President in the event of the latter's inability or refusal to act and shall succeed immediately to the office of Local President in the event of the resignation, death, or disqualification of the Local President. Notwithstanding the foregoing, the Local Vice-President may at his or her option choose not to succeed to the Office of Local President. In the event that the Local Vice-President chooses not to succeed to that Office, a special election for a new Local President shall be held in accordance with Section 3.31(c) of the Local By-Laws.

#### Section 3.22

In the event of resignation, recall, death, or disqualification of the Local Vice-President, Local Secretary, Local Treasurer (Local Secretary-Treasurer), or Executive Board Member, a special election shall be held for his replacement. In the interim, until a replacement is elected, the Executive Board shall appoint a member to perform his necessary duties.

#### Section 3.23

In the event of inability to act of the Local Vice- President, Local Secretary, Local Treasurer (Local Secretary-Treasurer), or Executive Board Member, the Executive Board shall determine if a special election shall be held for his replacement. In the interim, until a replacement is elected, the Executive Board shall appoint a member to perform his necessary duties.

#### Section 3.30

The Executive Board of the Local shall consist of the President, Vice-President, Local Secretary, Local Treasurer (Secretary-Treasurer), and Executive Board members or Alternate Executive Board members.

#### Section 3.31

The Local Executive Board shall be the controlling legislative, judicial, and administrative body of the Local, and its duties shall be those as outlined in the Sector By-Laws and including but not limited to the following:

1. Determine the composition and number of "Executive Board members" within the Local and to rev

- the same from time to time as it shall see fit;
2. Determine the composition and number of Shop Stewards within the Local and to revise the same from time to time as it shall see fit.
  3. Determine the rules and methods for any Special Election of the Local President, Local Vice-President, Local Secretary, Local Treasurer (Local Secretary-Treasurer), Executive Board Member and Alternate Executive Board Members.
  4. Determine the methods and rules for the conduct of business of the Local Executive Board and Local Union when the Local Executive Board is not in actual session.

#### Section 3.50

The Local President shall appoint the following committees and delegates as soon as possible after he has been sworn into office:

1. Elections/Credentials
2. Contract Grievance Committees
3. Delegate(s) and alternate(s) to the Metropolitan Washington Council, AFL-CIO, if the Executive Board chooses to affiliate with this Council
4. Constitution and By-Laws Revisions and other committees as they may be deemed necessary from time to time.

Appointments to committees whose work deals with only a specific group within the Local should be made from members of that group. All appointments shall be made for a period not to exceed the full term of the Local President's office. The duties and powers of committees and delegates will be as specified by the Constitution and the Local By-Laws.

#### Section 3.60

All appointments made by the Local President may be voided by the Local Executive Board by a two-thirds vote, except appointments made by the Local President to carry out his duties.

#### Section 3.70

The Local Officers shall be charged with the responsibility of retaining all records and documents of the Local for a period of not less than five (5) years.

### **ARTICLE IV Elections**

#### Section 4.10

The Election/Credentials Committee shall handle all matters relative to elections in the Local. The Committee shall:

1. Post notices of all elections as to where and how they will be conducted
2. Arrange to accept nominations
3. Certify and check all nominations
4. Arrange to print and distribute ballots for all elections
5. Collect, count, and notify the Local Executive Board of the results of all elections
6. Retain ballots after an election for a period of one (1) year, then destroy them if no question has been raised
7. They shall, in general perform all duties necessary to the conducting of elections.

#### Section 4.20

The offices of Local President, Vice-President, Secretary, Treasurer (Secretary-Treasurer), Executive Board members, and Alternate Executive Board members shall be elective.

#### Section 4.30

The term of office for the Local President, Vice- President, Secretary, Treasurer (or Secretary/Treasurer) shall begin on October 1<sup>st</sup> on even-numbered years. Each Local Officer will serve a two (2) year term from October 1 in an even-numbered year to September 30, of the next even-numbered year.

#### Section 4.31

Elections for Local President, Local Vice-President, Local Secretary, Local Treasurer (or Secretary/Treasurer) shall be held immediately following the August General Membership meeting of each even-numbered year.

#### Section 4.32

Each Executive Board member shall canvass each member of his Unit for nominations of candidates before July 1st of each election year. Candidates for the office of President, Vice-President, Secretary, Treasurer (or Secretary/Treasurer), shall be nominated by a petition signed by at least fifty members. Such petition to be valid shall be signed by members-in-good-standing and signed by the candidate indicating acceptance of the nomination. Such petition shall be filed with the Secretary of Local 31 no later than the fifteenth (15th) day of July.

#### Section 4.33

The official petition for nomination prepared by the Local Elections/Credentials Committee shall contain the following statement of willingness to serve and must be signed by the nominee: "I declare that I accept the nomination and am willing to serve, if elected, in the office of (*indicate which office*) of Local 31 of NABET-CWA. I further declare that I meet the qualifications as set forth in the NABET-CWA By-Laws and the By-Laws of this Local."

Signed:

#### Section 4.34

Ballots shall be distributed the first business day after the August General membership meeting of each even-numbered year. Members shall return their ballots within three (3) weeks of this date. If no candidate obtains a simple majority of votes cast, then there shall be a run-off election between the two top candidates. There shall be a three (3) week period for this run-off election.

#### Section 4.35

The term of office of the President, Vice-President, Secretary, Treasurer (Secretary-Treasurer) shall run concurrently and shall be for a period of two (2) years.

#### Section 4.36

These newly elected Local Officers shall take office on October 1 except as provided in Section 4.30.

#### Section 4.40

Executive Board members and Alternate Executive Board members shall be elected from the Contract Unit in which they are deemed a member as determined by the Local Executive Board each January.

#### Section 4.41

Elections of Executive Board members and Alternate Executive Board members shall be held each odd-numbered year between March 1st and March 15th, and shall be by secret ballot.

#### Section 4.42

Executive Board members and Alternate Executive Board members shall hold office for two (2)

years beginning April 1 of the year of their election, or until their successors shall be elected.

#### Section 4.43

The election of the Alternate Executive Board member shall take place immediately after the election of the Executive Board member.

#### Section 4.44

Notwithstanding the above, the Daily Hire seat as set forth in Section 4.40 shall be elected from among daily hire members of any Local 31 bargaining unit.

#### Section 4.50

Shop Stewards shall be elected from the Group within the Contract Unit in which they are deemed member by the Local Executive Board.

#### Section 4.51

Elections of Shop Stewards shall be held each even-numbered year between February 15 and March 30 and shall be by secret ballot.

#### Section 4.52

Shop Stewards shall hold office for two (2) years beginning April 1 of the year of their election, or until their successor shall be elected.

#### Section 4.60

All offices that are elective within the Local shall be determined by a simple majority vote of those eligible to vote and voting.

#### Section 4.70

All withdrawals by nominees shall be made in writing.

#### Section 4.71

Resignations from elective offices must be submitted in writing and shall be accepted by a majority vote of the Local Executive Board. A special election shall be held as soon as possible to fill the vacant office as required by the Local By-Laws.

#### Section 4.80

The delegates to the Sector Conference and the CWA Convention shall be elected in accordance with Section IV of the Sector By-Laws. The election will be held as soon as possible following receipt of notice of the Sector Conference from the Sector Secretary/Treasurer. The Local President shall automatically be a delegate to the Sector Conference and the CWA Convention.

#### Section 4.81

Nominations for consideration for the delegate(s) to the Sector Conference shall be made in writing to the Elections/Credentials Committee at least seven (7) days before the election date.

### **ARTICLE V Meetings**

#### Section 5.10

There shall be two (2) Local General Membership meetings each year, at a time and place to be determined by the Local President. Unless a change is made, and notice posted fifteen (15) days in advance, the meetings will be held on the following dates: the first Mondays of February and August.

#### Section 5.11

Each Contract Unit of the Local Union may have at least two (2) meetings a year. These meetings will be presided over by the Local President, Local Vice-President, or the Unit's Executive Board member(s). A time, date, and place for these meetings shall be determined by the Local President in accordance with the wishes of the Unit's members.

#### Section 5.12

The above-stated dates shall constitute the only notice required that a regular meeting is to be held, but the Secretary shall, at least seven (7) days before the meeting, post the time and place that the meeting is to be held. If an election is to be held at the meeting, the Secretary shall post the notice at least fifteen (15) days in advance of the date of the meeting.

#### Section 5.13

Special meetings of the membership of any particular contract or agreement may be called by the President.

#### Section 5.30

*Robert's Rules of Order* shall be the general method of conducting business at all General or Executive Board meetings, except as may be outlined in the following paragraphs.

#### Section 5.31

The President, Vice-President, Secretary, and Treasurer (Secretary-Treasurer) shall be jointly responsible for having at every meeting a copy of the Sector Constitution, and By-Laws, a copy of the Local By-Laws, a copy of *Robert's Rules of Order*, and a copy or copies of each current contract applicable to the Local.

#### Section 5.32

The presence, in person, of fifty (50) members in good standing shall constitute a quorum for the transaction of business at any general meeting, and a vote of the majority present shall be controlling on all matters.

#### Section 5.33

The order of business at all Local meetings shall be:

1. Call to order by the President
2. Approve minutes of previous meeting
3. Secretary's Report
4. Treasurer's Report
5. Announcements
6. Committee Reports
7. Old Business
8. New Business
9. Separate contractual group discussions
10. Adjournment

#### Section 5.34

In the absence at any meeting of the President and Vice-President, the Senior Executive Board member present at that meeting shall preside, seniority to be determined in each case by the Executive Board members present at such meeting. The President pro-tempore is empowered to appoint a Secretary pro-tempore in the absence of the Secretary (or Secretary-Treasurer).

#### Section 5.40

There shall be twelve (12) regular meetings of the Executive Board each year at a time and date to be determined by the Local President. Unless a change is made, and notice posted fifteen (15) days in advance, the meetings will be held on the second Monday of each month.

#### Section 5.41

The presence at any meeting of a majority of the members of the Local Executive Board or their alternates shall constitute a quorum for the transaction of business.

#### Section 5.42

No member in good standing shall be denied admittance at any Executive Board meeting except when that body is in executive session.

#### Section 5.43

Shop Stewards of all Groups within a Contract Group and the Assistants to the President shall meet at least quarterly to discuss contract violations and other problems in the work place. If Stewards feel further meetings are required, they shall request the Local President to call such additional meetings. There shall be at least forty-eight (48) hours notice given to the membership of such special meetings.

#### Section 5.50

Notwithstanding anything herein to the contrary, when the Local Executive Board is functioning in any capacity, each Executive Board member shall be entitled to cast one (1) vote.

#### Section 5.60

Special Executive Board meetings may be called at the discretion of the Local President for a specific purpose. The agenda of such meetings shall consist of the original cause or causes for calling such meetings. A special Executive Board meeting may conduct business only if a quorum is present. There shall be at least forty-eight (48) hours notice given to the membership of such special meetings.

### **ARTICLE VI**

#### **Employer Relationships**

#### Section 6.10

All relationships, business, discussions, and negotiations shall be conducted in compliance with Article VII and VIII of the Sector Constitution, and as may be specified in the Local By-Laws.

#### Section 6.20

Any and all agreements negotiated in the area serviced by this Local shall be reduced to writing and signed by both parties before the agreement becomes binding upon membership covered by the conditions discussed or negotiated, and ratified by the members affected as required by the Sector Constitution.

#### Section 6.21

Any request of deviation, waiver, or change in the contract that is asked of ABC or NBC by any member or members of this Local shall be reduced in writing and presented to the Local President for approval before the request can be allowed or permitted. For non-network contracts, waivers must be approved by the Sector Union Office.

#### Section 6.30

It shall be the responsibility of each member to be on the alert for any infractions of NABET-CWA agreements, Constitution, and By-Laws; and to report any violations promptly and in writing to his Shop Steward, who will forward this information to the Assistant-to-the-President or the Local President.



The Shop Steward shall assist in the administration of the Contract pertaining to his contract Group. The Steward shall report any infractions of the Contract to the Assistant-to-the-President or the Local President. It shall be the Assistant-to-the-President's responsibility to report to the Local President.

The Shop Stewards shall have the responsibilities as outlined in the NABET-CWA Shop Steward Manual.

## **ARTICLE VII**

### **Finances**

#### Section 7.10

The Initiation Fee shall be a sum equal to 80 times the base hourly rate of pay under any NABET-CWA contract in Local 31's jurisdiction, and will not include "in lieu of payments." The applicant must provide verification should there be a discrepancy regarding this hourly rate. The hourly base rate of pay may go back no more than two years prior to the complete application submission.

#### Section 7.11

The Initiation Fee may be waived or reduced by the Executive Board. The Executive Board must specify the amount and the period of time of such waiver or reduction.

#### Section 7.12

The Initiation Fee shall be returned to any applicant denied membership.

#### Section 7.13

If an applicant signs the dues check-off form and pays his/her Initiation Fee in full within 90 calendar days from the date the new member package was sent his/her Initiation Fee shall be discounted by 25%.

#### Section 7.14

In the case of an applicant who is employed as a permanent employee under a NABET-CWA contract, and has signed the dues and Initiation Fee check-off forms, he/she may pay the Initiation Fee in equal installments from each paycheck over a 12 month period.

#### Section 7.15

Daily hires, who sign a dues check-off for automatic dues deduction, may pay their Initiation Fee in one of the following three options: (Members who chose not to have their dues automatically deducted through payroll deduction, must pay their initiation fee in full when submitting their original paperwork.)

1. They may pay their Initiation Fee in full within 90 days from the first day when they either request to join, or 90 days from the date when they are required to join (or pay the equivalent in the form of a service fee), and receive a 25% discount.
2. They may pay their Initiation Fee in monthly installments of \$100 per month until this fee is complete. (These payments will be made directly to the Local and will be the members responsibility to automatically submit proper payment without being billed.)
3. Daily Hires who are infrequently employed under a NABET-CWA contract, may request and, at the discretion of the Local Treasurer, be given relief from the regular method of payment, by signing an Initiation Fee deduction form for a set amount to be deducted each pay period, which will be determined by the Local Treasurer based on the member's pay scale and amount of days worked, until the Initiation Fee is paid in full. Members who do not have the option of automatic Initiation Fee deduction, must make the payments on a monthly basis to the Local without receiving a statement. Failure to make these payments by the last day of the month in which the work was performed will automatically place the daily hire employee under Option #2 and they will be required to pay \$100 monthly until the fee is completed.

### Section 7.30

Local 31's dues structure shall be Plan #1 of Section 12.2(f) of the Sector Constitution.

### Section 7.31

The dues of NABET-CWA shall be at the following rates:

1. 1 2/3% of total income (with a minimum of \$60.00 per year), which shall include, but shall not be limited, to base pay, overtime and penalties. This amount shall be paid to the Local Union either by check-off or on a quarterly basis. Severance pay shall not be included in the computation of total income.
2. Daily hires working for the ABC and/or NBC Networks shall pay minimum Sector dues of \$50.00 per quarter, except if on dues check-off, Section 1 above will apply.

### Section 7.32

Within fifteen (15) days after the end of the quarter, each member whose dues are not checked off gross income reported by the employer, shall file a statement indicating the number of days worked and gross income earned by the member in the industry. The dues payment for the balance after Section 7.31 must accompany the statement to the Treasurer. This statement shall be forwarded to the Sector Secretary-Treasurer by the Local Treasurer quarterly within forty-five (45) days after the end of each quarter.

### Section 7.33

Within thirty (30) days before the end of the quarter, the Secretary/Treasurer (Treasurer) shall bill each member not on check-off for dues on base pay for the next quarter upcoming, and for dues on overtime earned through the last reported period.

### Section 7.34

Members who fail to make dues payments when due shall pay a fine of ten (10) percent of the amount due if payment is received by the Treasurer within thirty (30) days following the due date. Members who are delinquent more than thirty (30) days, shall pay a fine of twenty-five (25) percent of amount due.

### Section 7.35

Prior indebtedness to the Local and/or Sector Office shall be satisfied before any monies received from a member shall be credited toward his current dues or assessments.

### Section 7.40

The Local Vice-President shall be allowed non-accountable expenses of \$275.00 each month. The Local Secretary shall be allowed non-accountable expenses of \$225.00 each month. The Local Treasurer shall be allowed non-accountable expenses of \$275.00 per month, or \$20 per hour when working in the Local 31 office, whichever is higher for the previous month. If the office is combined, the Local Secretary/Treasurer shall be allowed non-accountable expenses of \$350.00 per month for non-accountable expenses, or \$200.00 plus \$20 per hour while working in the Local 31 office on official matters. The previous month total hours worked will determine which amount is higher.

The Assistant-to-the-President for each location shall be allowed non-accountable expenses determined by the size of the Contract Unit.

- 5 to 50 \$150.00 each month
- 51 to 100 \$200.00 each month
- 101 to 200 \$250.00 each month
- above 200 \$300.00 each month

These monies are allowed to them for the purpose of conducting the routine affairs of the Union in their contract unit as officers of the Local Union. Payment of these non accountable expenses to the Assistant to the Presidents will be made the 1<sup>st</sup> day of the month and will require either an email or regular monthly report to be submitted to the Local President on the activities, or lack of activities, in the contract unit. Failure to submit a report by the last day of the month will cause a forfeit of payment for that month.

#### Section 7.41

Each Executive Board Member and the duly-elected Alternate Executive Board Member shall be credited with forty dollars (\$40) for each Executive Board Meeting attended during his term of office, except when on union leave.

#### Section 7.50

The Local Treasurer must be covered by an individual surety bond for at least ten percent (10%) of all funds handled during the year, with \$1,000.00 the minimum amount of bonding.

#### Section 7.60

The Treasurer and/or the President and/or the Vice- President shall be authorized to sign all checks or withdrawals subject to the majority approval of the Local Executive Board.

#### Section 7.70

Local 31 shall pay the expenses of any member that are incurred in the furtherance of the Local's business. Such activities must have the approval of an officer of the Local Union and expense payment shall be subject to the final approval of the Executive Board.

#### Section 7.80

If the President of Local 31 shall lose any employment benefits as a result of the election to office in the Local, the Local shall endeavor to replace those benefits as closely as possible.

### **ARTICLE VIII**

#### **General**

#### Section 8.10

The Local Executive Board shall have the authority to adopt By-Laws for the management and administration of the internal affairs of the Local, provided that such By-Laws and all amendments thereto shall be at all times in conformity with the Constitution and By-Laws of the Association. Enactment, amendment and repeal of the Local By-Laws shall be by two-thirds majority vote of the Local Executive Board present and voting.

#### Section 8.11

All changes to the Local By-Laws shall be presented and tabled until the next Executive Board meeting when it shall be removed from the table and voted upon. Any member in good standing may propose a change in the Local By-laws. All proposals must be submitted in writing and signed by the member.

#### Section 8.20

Generally all members of contract renewal committees that actively meet with the company shall be elected by the membership for whose contract they will be engaged in negotiating, and such elections shall be by secret ballot.

Notwithstanding the above, the Local President may elect to appoint contract committee members when in his judgement it is in the best interests of the Union. In any event, such action must be

approved by a majority of the Executive Board present and voting.

#### Section 8.21

All Shop Stewards and the Executive Board member(s) of their respective contract units shall be on the committee for the preparation of contract proposals to the negotiating committee. The negotiator(s) elected by the membership shall be the chairperson(s) of the committee.

#### Section 8.30

All votes shall be by secret ballot where such is required by the Sector Constitution or By-Laws.