



**The Constitution
And
By-Laws
Of
I.A.T.S.E. Local 18
Milwaukee, Wisconsin**

2022 Edition

PLEDGE

I ,(Print Name) _____, as
a condition of my membership in the International Alliance of
Theatrical Stage Employees and Moving Picture Technicians,
Artist and Allied Crafts of the United States and Canada, do
solemnly pledge myself to accept and abide by the provisions of
this IATSE Local 18 Constitution and By-Laws, as now in force
and as hereafter legally amended, and hereby express my
consent to be governed thereby in the conduct of my trade and
in relationship with the Alliance.

Date _____

Signature of Member

Milwaukee, Wisconsin

Local Number

18

Constitution

of the

Milwaukee Theatrical Stage Employees Local No. 18



Article I

GENERAL

Section 1. Name

The name of the Local Union shall be The Milwaukee Theatrical Stage Employees, Local No. 18, of the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC

Section 2. Purpose

The objects of this local union shall be:

To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age or sex.

To engage in organizing unorganized employees and to provide services to those who are organized.

To secure improved wages, hours, working conditions and other economic advantages through organization, negotiation and collective bargaining, through advancement of our standing in the community and in the labor movement through legal and economic means, and other lawful methods.

To provide educational advancement and training for employees, members and officers.

To safeguard, advance, and promote the principle of free collective bargaining, the rights of workers, farmers and consumers, and the security and welfare of all the people by political, educational and other community activity.

To engage in cultural, civic, legislative, political, fraternal, educational, charitable welfare social, and other activities which further the interests of this organization and its membership directly or indirectly.

To provide assistance, financial, moral or other, to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of this organization.

To engage in community activities that will advance the interests of this organization and its members in the community and in the nation, directly or indirectly.

To protect and preserve the Union as an institution and to perform its legal and contractual obligations.

To carry out the objectives of the International Union as an affiliate thereof; and its duties as such an affiliate.

To receive, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these By-Laws and the International Constitution and for such additional purposes and objects not inconsistent therewith as will further the interests of this organization and its members, directly or indirectly.

It is recognized that the problems with which this labor organization is accustomed to deal are not limited to “bread and butter” unionism or to organization and collective bargaining alone, but en-compass a broad spectrum of economic and social objectives as set forth above and as the union may determine from time to time; we, therefore, determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of the organization and its members.

Section 3. Eligibility for Membership

(a) Eligibility to membership in this Local Union shall be as set forth in the International Constitution and this Constitution, and applicants for membership shall comply with and be subject to the requirements imposed by this Constitution and By-Laws and the International Constitution.

(b) No person shall be eligible to membership or to retain membership in this Local Union 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.

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

Section 4. Headquarters

(a) Out of the general funds of this Local Union shall be maintained in the City of Milwaukee, State of Wisconsin, as may be designated by a majority vote of the Executive Board, suitable offices in which shall be housed the Business Manager-Financial Secretary and Secretary-Treasurer. This shall be known as the General Office of this Local Union.

(b) Out of the general funds of this Local Union a suitable hall shall be rented with the majority consent of the Executive Board to hold regular and special meetings of this Local Union.

Article II

JURISDICTION

Section 1. Theatrical

Any theatrical employee, which term shall be deemed to include any person who is employed on the stage, in any theater, moving picture studio or scenic studio either as stage carpenters, electricians; property stagehands, assistants to property stagehands, property clearers, electrical clearers, spotlight and , stage hands, flymen, assistants to the flymen, assistants to the carpenters, sound system operators, and maintenance personal. Radio or television performances originating from a theater or other places of amusement where this Local Union has an operating contract or agreement; namely: shopheads, stage carpenters, stage property stagehands, stage electricians, spotlight operators, lighting console operators (permanent or portable), extra stagehands and all stagehands who move, place and operate lighting equipment, lighting effects, set scenery, props, etc., and mobile equipment are used.

Section 2. Television

Any television employee which term shall be deemed to include any person who is employed in television stations or television studios; namely, junior or senior floor personnel whose duties will include the preparation, handling, building, maintenance and repair of all background, scenic sections, scenic devices (front and rear), platforms, and other structures forming part of the scenery or setting used in connection with these television performances the maintenance, repair, placement, handling and operation of properties used on the sets in connection with television performances (live or television tape), the maintenance of any company storehouse or prop room where such properties are stored and the return of the studio to its original condition; the maintenance, repair, placement and

operation of all consoles, dimmer boards, spotlights, other lights and lighting devices used to light the sets or control lighting in connection with such television performances (live or tape) and the operation of teleprompter devices, but excluding conditions as stated in Section 1.

Section 3. Associated Crafts and Technicians.

Any person who is employed by a sound amplification or recording company, lighting or stage rigging company, audio visual or multimedia company (excluding motion picture projection), industrial exhibition or display company, or any other company whose activities fall within the generally acknowledged parameters of the entertainment or exhibition industry. Articles XXIII and XXIV will apply.

Section 4. Motion Picture Production

Motion Picture Production by definition extends to any employee involved in the production of Film or Video including feature theatrical films, films for television, television series, commercials, documentaries, Internet productions and corporate video productions with duties including, but not limited to: Camera Operation, Focus Puller, Clapper/ Loader, Grips, Gaffers and Riggers. Articles XXIII & XXIV will apply.

Section 5. General

All stage rigging, both new construction and in existing theatres.. Installation of moving picture screens.

Article III

GOVERNMENT

Section 1. Supreme Law

This constitution and by laws shall be the supreme law of this Local Union and of its constituent members when it does not conflict with the constitution and by-laws of the International Union.

Section 2. Governmental Powers

The supreme governmental powers of this Local Union and of its constituent members shall be vested in the majority vote of members in good standing present at any regular or special meeting.

Section 3. International Law

This Local Union, subject to the laws of its International Alliance, shall exercise full and complete control over its own membership and affairs. This provision shall not be construed to confer upon this Local Union the power to enact laws inconsistent with any portion of the Constitution and By-Laws of the International Union.

Section 4. Filing Resolutions

All resolutions or amendments to be submitted to this Local Union shall be filed with the Secretary-Treasurer in triplicate and in typewritten form not less than twenty (20) days prior to the next regular meeting.

Section 5. Reading and Action on Resolutions

All resolutions or amendments shall be read at the next two (2) consecutive meetings without action. Not less than fifteen (15) days prior to the third meeting of this Local Union, the Secretary shall mail a written or printed notice along with a copy of the resolution to each member of this Local Union. In order for a resolution or amendment to become adopted it must be passed by a majority vote.

Section 6. Valid Resolutions

Before a resolution or amendment can become valid, a final endorsement must be obtained from the International President.

Article IV

OFFICERS AND COMMITTEES

Section 1. Elected Officers

President, Vice-President, Secretary-Treasurer, Business Manager-Financial Secretary, Executive Board three (3) members,

Trustees three (3) members and a Sergeant-at-Arms.

Section 2. Delegates

Delegates to the IATSE Convention and the IATSE Ninth District Convention;

Delegates to the Wisconsin Federation of Labor and the Milwaukee Area Labor Council;

Delegates to the Wisconsin Association of Stage Employees and Projectionists;

Delegates to or members of the Welfare Program Committee.

Section 3. Appointed Committees

The appointed committees of this Local Union shall be: Social Committee (5 members), Legislative Committee (3 members), Examining Board (5 members), Election Board (3 members) and the Historian (1 member).

- (a) The President may assign additional members and duties to existing committees or establish new committees and assign committee members as needed for the purpose of addressing the needs of this Local.

Section 4. Prerequisite for Office

No person shall be eligible for an elective or appointed office of this Local Union unless they have been an active working member in this Local Union in good standing for not less than two (2) years preceding the date of his election or appointment.

Section 5. Tenure of Office

- (a) Elected officers shall be elected every three (3) years and shall continue in office until the election and installation of their successors, acceptance of resignation or removal by impeachment.
- (b) Appointed committees shall continue in office until removal by the President, or the Executive Board.

Section 6. Filling Vacancies

- (a) In the event of the death, resignation or removal from office of the President, Vice-President, Secretary-Treasurer or Business Manager-Financial Secretary, the Executive Board shall fill the position so vacated by the election of one of their own numbers, who shall hold office for the remainder of the term.
- (b) In the event that any vacancies shall occur in the office of the Executive Board, the Executive Board shall elect the successor to the office from the membership in compliance with Article IV Section 4, of this Local Union and the successor so elected shall hold office for the remainder of the term.
- (c) The Executive Board will, upon majority vote, have the option to hold a special election to fill any vacancy it feels warranted. Any *Special Election* will be in compliance with Article V & VI. Article V Section 1 will not apply. Time & Date will be by notification of Nominations as outlined in Article V Section 3.

Section 7. Temporary Disability in Office

In the event of illness of any elected officer of this Local Union and upon declaration of the President or Vice-President or by resolution of the Executive Board at a meeting thereof that such disability exists, the Executive Board may temporarily fill the position of such incumbent as stated in Section 6 (a) and (b). The person thus elected shall serve until the termination of such temporary disability but in no event beyond the expiration of the term of the incumbent.

Article V

NOMINATIONS OF OFFICERS

Section 1. Nomination Day

Nominations for office shall take place not later than 10:15 a.m. on the first Thursday in November following the opening of this Local Union's regular meeting.

Section 2. Qualification for Nominations

No member of this Local Union shall be nominated to office unless they are in attendance or unless their written consent to be a candidate shall first be filed with the Secretary-Treasurer.

Section 3. Notice of Rules, Nomination Meeting and Election

At least twenty (20) days prior to the date of the nomination meeting specific notice of the date, time and place of the nomination meeting and the offices involved shall be given in such manner as shall be reasonably calculated to reach the members. Members shall be advised in such specific notice that copies of these rules will be made available at the Local Union principal office to each member so requesting.

Section 4. Eligibility of Member

(a) **To nominate, vote for, or support candidates.** Every member whose fees are paid up through the month in which the nomination or election is held shall have the right to nominate, vote for, or otherwise support the candidate of his choice. No member whose fees have been withheld by their employer for payment to the Local Union pursuant to their voluntary authorization provided for in a collective bargaining agreement shall be declared ineligible to nominate, vote for, or be a candidate for office in the Local Union by reason of an alleged delay or default in the payment of fees by their employer to the Local Union.

(b) **To stand for election.** Every member in good standing, by the payment of their fees on or before the first business day of the current quarter in advance, and who has been in such continuous good standing for each quarter in the two-year period immediately prior to nominations, shall be eligible to hold office, if they are otherwise qualified under the International Constitution and these By-Laws.

Section 5. Appointment of Election Board

Immediately after the nomination of officers, an election board shall be named consisting of (1) teller and (2) inspectors, appointed by the president of this Local Union. Upon acceptance of an appointment such member shall become ineligible to be a candidate at the election. In the event there shall be any protest or charge made by any member prior to the holding of the election, such protest or charge shall be made in writing by such member within 48 hours of the event complained of and shall specify the exact nature of the protest to the Election Board. In the event there shall be any protest or charge concerning the conduct of the election after the election has been held, by any member, such protest or charge shall be made in writing to the election board, within 48 hours, setting forth the exact nature of the protest and how it has affected the outcome of the election. The Election Board shall decide all issues relating to nominations and elections. The decisions of the Election Board may be appealed to the Executive Board within 48 hours.

Section 6. Nomination meetings

(a) Nominations and the conduct of the election and related questions shall be the first order of business at the nomination meeting and minutes shall be kept of the meeting.

(b) Nominations shall not be closed until a call for further nominations has been made three times by the chair without further nomination being made.

(c) Candidates must accept nomination at time made, either in person or in writing, and may accept nomination for only one office.

(d) Every member eligible to nominate candidates shall be entitled to nominate one candidate, but only one, for each office open.

Section 7. Absentee Ballot

Any member in good standing in this Local Union who on election day, may be out of the city, or who may be incapacitated, or who may be scheduled to work within the jurisdiction of this Local Union, may request a ballot from the Secretary-Treasurer. Upon assurance from the Financial Secretary of the members standing, the Secretary-Treasurer shall mail a ballot and two envelopes to the absentee voting member with instructions to enclose the ballot in the first envelope marked "Ballot" and to enclose the ballot envelope in the second envelope addressed to the Teller of the Election Board with the member's return address and his **signature** in the upper lefthand corner of the outside envelope. Absentee ballots shall be returned to the Election Board not later than twenty-four (24) hours before the election begins. Absentee ballots received thereafter shall be void.

Upon receipt of the absentee ballot by the Election Board, the envelope shall be taken out of the mailing envelope and deposited in the ballot box by the Teller. The envelope marked "Ballot" shall be opened and the ballots counted with all other valid ballots at the time of counting the ballots in the election.

Section 8. Preservation of Records

All nomination and election records, including the minutes of the nominations and the ballots cast, shall be preserved for a period of at least one year.

Section 9. Candidates for Office

When there are more than two candidates for an office, the candidate, or candidates receiving the most votes shall be declared elected.

Section 10. Write-in Candidates

There shall be no write-in candidates and any ballot containing a write-in candidate shall be void in so far as the vote for that office is concerned and such ballot for that office shall not be considered as having been cast in determining the majority vote.

Section 11. Duties of Secretary-Treasurer

In Connection with Nomination and Election:

(a) The Secretary-Treasurer shall at least 20 days prior to the holding of any nomination give notice to all members of the time, place and date and offices for which nominations will be in order in connection with such election. Such notice shall be given in the manner determined by the Executive Board.

(b) The Secretary-Treasurer shall give notice to all members of the Local, at least 20 days prior to any election date, of the time, place, date, hours, and offices upon which voting shall be held, by mailing such notice to the member's last known address.

(c) Upon reasonable request of any bona fide candidate for office, the Secretary-Treasurer shall arrange for the distribution of any campaign literature by mail, or otherwise, provided that in making such request such candidate pays the estimated cost involved in advance and the full cost within thirty (30) days after the election. The Secretary-Treasurer may require that all campaign literature shall be presented to him at the principal office of the union not later than seven (7) days prior to the date of election and may, where in their judgment it appears necessary, provide for a consolidation of such distribution in which case the cost of such distribution shall be assessed upon the candidates involved on a pro-rata basis.

(d) The Secretary-Treasurer, to the extent required by law, shall make available for inspection by any bona fide candidate the membership list of the Local Union covered by Union security agreements once within thirty (30) days prior to the election date. Such inspection shall be arranged by the candidate with the Secretary-Treasurer in advance. No candidate shall be permitted by the Secretary-Treasurer to copy any names or addresses of employees shown on such list and such inspection must be made in the presence of the Secretary-Treasurer or their designee.

(e) The Secretary-Treasurer shall retain copies of all requests for distribution for campaign literature and copies thereof shall make a record of the date the literature was distributed, the cost thereof and the amount received for such work and for postage, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheet submitted by the election committee and such other records including election rules as shall relate to the conduct of the election.

Article VI

ELECTION

Section 1. Notice of Election

After the nomination, but not less than twenty (20) days prior to the election, specific notice of the date, time and place of the election shall be mailed to each member at their last known home address. The local Executive Board may designate the place or places where balloting may take place.

Section 2. Voting by Secret Ballot

Voting shall be conducted by secret ballot among the members in good standing. There shall be no proxy vote. Each member in good standing shall be entitled to one vote.

Section 3. Challenging of Votes

Each candidate shall have the right to have an observer who shall be a member of this Local Union at the polls and at the counting of the ballots. Candidates and their observers may challenge the eligibility of voters, and all challenged ballots shall be set aside pending determination as to their validity. All challenges shall be investigated to determine their validity as promptly as possible if the challenged ballots are sufficient in number to affect the result of the election.

Article VII

INSTALLATION OF OFFICERS

Section. 1

Installation of officers shall be held on the first Thursday in January.

Article VIII

PRESIDENT

Section 1. Salary

The President shall receive a salary of Two Hundred (\$200.00) Dollars per month payable monthly when due plus such expenses as they may incur in the performance of the duties of their office

Section 2. Power to Appoint

The President, upon being installed, shall appoint the following committees

Examining Board - Five (5) members consisting of one carpenter, one electrician, one property stagehand, one filename and one sound engineer.

Social Committee - Five (5) members

Legislative Committee - Three (3) members

Election Board - Three (3) members

- (a) The President may assign additional members and duties to existing committees or establish new committees and assign committee members as needed for the purpose of addressing the needs of this Local.

Section 3. Power to Call Meeting

The President shall have the power to call special meetings or Executive Board meetings whenever they shall deem it advisable. The President shall designate in their call the time and place of meeting.

Section 4. Presiding over Meetings

The President shall preside over all meetings of this Local Union and over all meetings of the Executive Board. They shall conduct all meetings under the revised edition of the Robert's Rules of Order.

Section 5. Preserving Order

It shall be the duty of the President, to preserve order therein and enforce a due observance of the law; see that all officers perform their respective duties.

Section 6. Deciding Vote

They shall not make or second any motion. They shall state the question proposed for consideration and whenever an equal division occurs, shall have the deciding vote (except in elections of officers). They shall not take part in any debate while in the chair.

Section 7. Counsel

It shall be the duty of the President, if and when they deems it necessary, to select a duly licensed and practicing attorney familiar with labor problems and labor laws to act as counsel to receive from the General Fund of this Local Union such compensation, allowances and expenses for such period of time not to exceed the time for which such President was elected as they may deem most advantageous to this Local Union and as may be agreed upon by contract, which contract shall be approved by a majority of the Executive Board.

Section 8. Delegate

The President shall automatically be a delegate to represent this Local at all conventions and assemblies, etc. (except the Welfare and Retirement Committees unless separately elected to same) to which this Local is entitled to send more than one delegate.

Article IX

VICE-PRESIDENT

Section 1. Salary

The Vice-President shall receive a salary of Twenty-Four (\$24.00) Dollars per month.

Section 2. Duties

- (a) It shall be the duty of the Vice-President to preside in the absence of the President.
- (b) The Vice President shall automatically be first alternate delegate to represent this Local at all conventions and assemblies, etc. to which this Local is entitled to send delegates, except the Welfare and Retirement Committees.

Article X

SECRETARY-TREASURER

Section 1. Salary

The Secretary-Treasurer shall receive a salary of One Hundred Twenty (\$120.00) Dollars payable monthly when due plus such expenses as they may incur in the performance of the duties of his office.

Section 2. Duties

The Secretary-Treasurer shall perform the following duties:

- (a) They shall keep the books of account in such a manner as at all times to reflect the true financial status of this Local Union.
- (b) They shall be custodian of all official records of this Local Union and of all official stationery and forms.

(c) They shall cause to be kept a true and correct record of the business of this Local Union.

(d) They shall promptly answer all correspondence addressed to their office and shall file all communications received and copies of replies thereto in a systematic way.

(e) They shall serve as Secretary at all regular, special and Executive Board meetings.

(f) They shall collect all moneys payable to this Local Union from the Business Manager-Financial Secretary and shall acknowledge all moneys received by him.

(g) They shall balance and close their books of account of their office on the last day of each year for audit to the certified public accountant designated by the majority of the Board of Trustees.

(h) With the approval of the Board of Trustees, they shall select a bank in the City of Milwaukee, State of Wisconsin, for the purpose of opening a checking account to transact all disbursements of this Local Union, with the signature of the Secretary-Treasurer to be countersigned by the Financial Secretary. They shall cause to be deposited in the bank selected all moneys received by them from this Local Union.

(i) The Secretary-Treasurer shall make such disbursements from the General Fund of this Local Union as shall be properly approved by a majority vote of the members present at any regular meeting.

(j) They shall deliver to their successor in office all money, vouchers, receipts, records, etc. that they may have belonging to the Local Union, and all such documents shall be preserved for a period of six years.

(k) They shall keep itemized records showing the source thereof of all moneys received, and shall keep records, vouchers, work sheets, books and accounts and resolutions to verify the correctness of any such report.

(l) The Secretary-Treasurer shall upon request make available a copy for inspection of any annual report to any member. They shall also make available for inspection by a member at the Local Union's principal office during regular business hours any report which is subject, by statute, to such inspection. Upon a request of any member made in writing setting forth good and sufficient cause for requesting examination of any books, records, and accounts necessary to verify any report covering the period of their membership filed in compliance with any statutory requirement, they shall make arrangement to have the records desired available for inspection during the regular business hours at the principal office of the Local Union. In the event that they believe that just cause does not exist for the request made, they shall so inform the member in writing and that member may then appeal the matter within ten calendar days, in writing, to the Executive Board.

(m) The Secretary-Treasurer shall have custody of the Local Union records of the proceedings of all meetings of the Local Union and the Executive Board, as prepared by the Recording Secretary, or such person as is authorized to take such proceedings, shall keep important documents, papers, correspondence, as well as files on contracts and agreements with employers. Upon request of any person made in person or in writing to the Secretary-Treasurer during regular hours at the principal office, they shall provide a copy of the collective bargaining agreement made by the Local Union with the employer of such person, if the person making such request establishes that they are an employee directly affected by such Agreement. The Secretary-Treasurer may require a receipt therefor from such person.

(n) The Secretary-Treasurer shall also maintain a record of all members in good standing with their last known address. Said record shall not be open to inspection by any member except as and to the extent required by statute.

(o) The Secretary-Treasurer shall automatically be second alternate delegate to represent this Local at all conventions and assemblies, etc. to which this Local is entitled to send delegates, except the Welfare and Retirement Committees.

Article XI

BUSINESS MANAGER-FINANCIAL SECRETARY

Section 1. Salary

(a) The Business Manager of Local 18-I.A.T.S.E. shall receive the hourly rate contractually agreed upon for extra department heads as stated in the Performing Arts Center contract. This salary shall be based on forty (40) hours per week and shall include the Welfare Benefits so contracted, i.e.: Blue Cross-Blue Schield, and Pension Fund. The employer, Local 18-I.A.T.S.E., shall be responsible for all required payments to these funds. The Business Manager-Financial Secretary shall be reimbursed for such expenses they may incur in the performance of the duties of their office. If any such single expense should be in excess of \$75.00, prior approval of the Union body shall be required.

(b) The salary of the Business Manager shall be considered in combination with other wages they may earn within the theatrical jurisdiction of this Local Union and they shall pay percentage dues on all such wages in accordance with the schedules in Article XXIV, Section 3.

(c) The Business Manager shall be paid a weekly salary which shall be equal to the contractual head rate currently in force at the time such salary is paid as applied to members not employed on a permanent basis. Said salary shall be paid on a basis of no more and no less than forty hours per week.

Section 2. Duties

(a) It shall be the duty of the Business Manager to investigate all complaints and to act in conjunction with the Executive Board. They shall at any and all times be allowed admission to any and all stages, motion picture studios or television studios or where a member or members of this Local Union may be employed. They shall have the power to call on any member of the Local Union in good standing to assist them and use all legal means to procure employment for members of this Local Union in all places of amusement, motion picture studios or locations, television studios or locations under the jurisdiction of this Local Union.

(b) It shall be the duty of the Business Manager to collect all fees, assessments, fines and referral fees due to this Local Union from each member and give receipt for same. They shall at all times have their books in good order for inspection and they shall keep each member's account with this union correct.

- (c) At the end of each month all money they may have received shall be turned over to the Secretary-Treasurer taking receipt for same.
- (d) Their books shall be audited annually in January.
- (e) They shall countersign all checks issued for disbursements from the General Fund of this Local Union as shall be properly approved by majority vote of the members present at any regular meeting.
- (f) They shall furnish the Election Committee with a printed membership roster in alphabetical form to check and note the number of ballots issued.
- (g) They shall assign all extra help as requested or required and shall at all times give preference to personnel who are out of work provided they are capable of filling the position over personnel who already hold steady positions within the jurisdiction of this union, or who are working at any other trade.
- (h) They shall assign a steward to all jobs requiring more than one stagehand. In situations where more than one stagehand is permanently employed they shall designate one stagehand as steward of such situation.
- (i) They shall automatically be a delegate to represent this Local at all conventions and assemblies etc. to which this Local is entitled to send delegates.

Section 3. Address

The Business Manager shall notify the membership of their address, business and residence phone number and shall maintain office hours from 11:00 a.m. to 4:00 p.m. Monday through Friday.

Section 4. Successor

They shall deliver to their successor in office all moneys, bookkeeping and receipts that they may have belonging to this Local Union.

Section 5. Vacation

- (a) The Business Manager shall receive two weeks paid vacation per annum.
- (b) After five consecutive years in office the Business Manager shall receive three weeks paid vacation per annum.
- (c) After ten consecutive years in office the Business Manager shall receive four weeks paid vacation per annum.

Section 6. Call Steward / Executive Manager

The Executive Board may create the position of *Call Steward* and/or *Executive Manager* to assist the *Buisness Manager – Financial Secretery* in professionally and efficiently managing the business and interest of the Local. The duties and salaries to be determined by the Executive Board. Any resulting reduction in the *Buisness Manager – Financial Secretery* workload and duties would result in a commensurate reduction in the salary to be paid to the *Buisness Manager – Financial Secretery*, to be determined by the Executive Board.

Article XII

SERGEANT-AT-ARMS

Section 1. Duties

The Sergeant-at-Arms shall assist the President in keeping order. They shall have charge of the door during all meetings. They shall request of all visitors their cards which they shall refer to the President and be instructed by the President relative to admittance.

Article XIII

SOCIAL COMMITTEE

Section 1. Members

The Social Committee shall consist of five members in good standing.

Section 2. Duties

They shall have full power to hold entertainment, dances, benefits or any social affairs.

Article XIV

LEGISLATIVE COMMITTEE

Section 1. Members

The Legislative Committee shall consist of three members in good standing

Section 2. Duties

They shall attend to all the legislation which may come before any national, state, county or municipal legislative body and which has been sent to this body for endorsement or rejection.

They shall stand ready to draw up new resolutions which may further the interests of our craft and advance our welfare and present same to proper authorities.

Article XV

EXAMINING BOARD

Section 1. Members

The Examining Board shall consist of five members in good standing; this Board to be composed of one carpenter, one properties person, one electrician, one rigger/flyman and one sound engineer.

Section 2. Duties

- (a) This Board to examine all applicants for admission into this Local Union who work under Article II, Section 1.
- (b) A uniform examination for all applicants shall be conducted by the entire Board.
- (c) The Examining Board will make its recommendation to the Local Union at its regular meetings.

Article XVI

EXECUTIVE BOARD

Section 1. Members

The Executive Board shall consist of the President, Vice-President, Secretary-Treasurer, Business Manager-Financial Secretary and three elected members, the President to be Chairman of the Board.

Section 2. Duties

- (a) They shall investigate all complaints of members and decide, if possible, upon all questions in dispute between employer and employee, accepting any means toward an amicable settlement that may be deemed essential to the organization.
- (b) The Executive Board shall also decide on all matters referred to them by this Local Union and their decision shall in all cases be binding unless reversed by a majority vote of this Local Union at any regular meeting.
- (c) The Executive Board shall have the power to act at all times.
- (d) All business transacted by the Executive Board shall be reported at the next regular meeting for approval. The members of the Board shall receive no compensation.

Article XVII

BOARD OF TRUSTEES

Section 1. Members

The Financial Secretary and Secretary-Treasurer shall not be eligible as Trustees.

Section 2. Duties

- (a) The Trustees shall have a general supervision of all properties belonging to this Local Union.

- (b) Within thirty (30) days after the election of officers, the Board of Trustees shall procure the bond of a reputable surety company as directed by the Executive Board in accordance with the requirements of law.
- (c) They shall designate such bank or savings institution as a majority of members present at any meeting may decide, in the name of this Union.
- (d) They shall designate such bank or savings institution for the purpose of renting a safety deposit box as a majority of members present at any meeting may decide, in the name of this Union. Here shall be deposited any bonds or other securities owned by this organization. The signatures of the Financial Secretary and the Secretary-Treasurer shall be necessary for access to this box.
- (e) The Board shall audit the books of the Financial Secretary and Secretary-Treasurer annually, employing for such purposes such assistance as they deem necessary. The report of the Boards audit shall be printed, and a copy mailed to each member in good standing.
- (f) The Board shall have the right to employ the services of a certified public accountant to assist them in their audit.

Article XVIII

ELECTION COMMITTEE

Section 1. Balloting

The Election Committee shall be in charge of the proper conduct of the election.

Section 2. Polls Opened

The polls shall be declared open by the Teller at 10:00 a.m.

Section 3. Roster Check

The Financial Secretary shall furnish the Election Committee with a printed roster in alphabetical form of those members in good standing on the date of such election.

Section 4. Marking Ballot

After marking his ballot, the member shall fold and deliver it to the Teller for deposit in the ballot box.

Section 5. Assistance to Mark Ballot

A member who through misfortune is unable to properly mark their ballot may call upon a member of the Election Committee to assist them.

Section 6. Close Polls

The polls shall be declared closed by the Teller of the Election Committee at 12 Noon.

Section 7. Check of Roster

Immediately upon the close of the polls, the number of members voting as checked off the membership roster must be counted.

Section 8. Ballots Talled

The ballot box shall then be opened, and the number of ballots counted, and this total tallied with the total of members checked off the membership roster.

Section 9. Count

Regardless of whether or not the number of ballots tallies with the number of members voting, the Election Commission shall then proceed to the official count of the votes cast for the different candidates.

Section 10. Tally in Balance

When the tally of the votes is in balance, the Election Committee will prepare a recapitulation and shall certify the correctness of the recapitulation. Each member of the Election Commission must sign the recapitulation sheet.

Section 11. Question on Tally

After the votes have been counted and the recapitulation prepared, if the number of ballots shall have failed to tally with the number of votes cast, the Election Committee shall decide whether or not the difference between the number of ballots and the number of members voting would have material effect upon the election. If there be a greater number of ballots than the number of members voting and the excess number of ballots would, if added to the vote of any candidate, change the final result of the election for any office, then the election for such office shall be declared void by the Election Commission. Similarly, if there be fewer ballots than the number of votes cast and the number of ballots unaccounted for would be sufficient to change the final standing of the candidates for any office, then the election for such office shall be declared void. Where, however, the number of ballots unaccounted for, or in excess of, the number of votes cast would not be sufficient to effect a change in the successful candidates, the election shall be declared valid.

Section 12. Watcher

At the tally and count from the membership roster of members voting and ballots, there may be present a representative or watcher for each candidate.

Section 13. Results of Election

When the recapitulation has been completed, the results of the election shall be announced to the membership.

Section 14. Possession of Ballots

The membership roster showing the members voting with the ballots cast shall remain in the possession of the Election Committee until after the installation of officers and then shall be delivered to the Board of Trustees, to be held until the end of the elected term and then destroyed.

Article XIX

IMPEACHMENT OF OFFICERS

Section 1. Charges

All charges are to be made in accordance with Article XVI of the International Constitution and By-Laws, except that the accused shall not be required to stand trial until ten (10) days after the date the charges are served upon them, and no one shall be suspended without trial except for nonpayment of dues.

Section 2. Offenses

Officers may be charged only with offenses defined in the International Constitution, or with “serious misconduct.”

“Serious misconduct” of an officer shall be defined as:

- (a) Willful or negligent failure to hold the money and property of the union solely for the benefit of the union and its members or to manage, invest and expend the same in accordance with these By-Laws, or any resolutions or directions of the Executive Committee or the membership.
- (b) Dealing with this union as an adverse party in any manner connected with his duties.
- (c) Holding or acquiring any pecuniary or personal interest which conflicts with the interest of the Union.

(d) Failure to account, after written request for accounting is made by members in good standing, for any profit received by them in connection with transactions conducted by them or under their direction on behalf of the organization.

(e) Advocating or engaging in dual unionism or secession or fostering the same.

(f) Wrongfully fails to make any report required by statute to be filed by them for or on behalf of this Local Union, or wrongfully takes or retains any money, books, records, paperwork or other property belonging to this Local Union.

(g) Willfully makes a false entry in, or willfully conceals, withholds or destroys any books, records, reports or statements required by statute to be kept by them for and on behalf of this Local Union. Any transaction of an officer shall be considered “solely for the benefit of the Local Union and its members” if it promotes or tends to promote the purposes and objects set forth in Article I above, or is in furtherance of such cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social or other objective as may be determined by the Executive Board or the membership.

Article XX

APPEALS

Any officer or officers who shall have been adjudged guilty and penalized by this Local Union shall enjoy the right of appeal to the International President and if the action is sustained, they may then appeal to the General Executive Board. If the action of the Local Union is sustained by the General Executive Board, they shall enjoy the right of appeal to this Alliance in convention assembled; but until reversed by the International President or the General Executive Board or by the Convention, the decision of this Local Union and its ruling shall be enforced.

Article XXI

CONTRACTS

Whenever the question of formulating bargaining demands, ratification or acceptance of contract terms shall arise, the procedure shall be as follows:

Section 1. Notice

Each member of the group or groups immediately concerned shall be notified of the fact that the question has arisen and will be considered at a meeting to be held at the time and place specified in the notice.

Section 2. Authorization

The members present at such meeting shall have the power to make all necessary authorizations and appointments.

Section 3. Vote

Except for the conditions and limitations below, a majority vote of the members present at such meeting shall be sufficient to decide all issues and make all authorizations and appointments.

Section 4. Welfare of Entire Local

Whenever the decision of a question confronting a specific segment of the Local involves the welfare of the entire Local, such question shall be placed for decision before a meeting of the entire membership of the Local called by notification as prescribed above.

Article XXII **STRIKES**

Section 1. Disagreement with Employer

In the event of a serious disagreement between the Local Union and an employer, the Local Union shall first try to obtain an equitable settlement by conversations with the employer or their representatives. If such settlement cannot be obtained, the Local Union shall promptly advise the International President of the circumstances, which they shall cause to be thoroughly investigated in an endeavor to consummate an amicable adjustment.

Section 2. Controversy Adjusted

The International President or their representatives shall endeavor to adjust any controversy with an employer referred to the International President by this Local Union but the International President or their representatives shall not have the power to consummate an adjustment of the controversy unless such adjustment meets with the approval of this Local Union.

Section 3. Authorized to Strike

In the event that the International President or their representatives cannot obtain an amicable adjustment of the controversy and if in the opinion of the International President a strike would be justified, under all circumstances they shall be empowered to authorize the Local Union to call such a strike in the manner hereinafter provided.

Section 4. Strike Vote

(a) Within twenty-four (24) hours of receipt of the International President's authorization to strike, the President of this Local Union shall designate a time at which the Local Union shall meet to vote upon the calling of a strike and shall notify all members of the time, the place and purpose of such meeting.

(b) Whenever the question of authorizing a strike confronts a segment of this Local Union, the members comprising such segments having been notified shall meet as prescribed above and decide the issue by secret ballot. If the membership by its vote at such meeting authorizes the strike, the procedure prescribed by the Constitution shall be followed.

(c) No member who has not been in good standing for a period of at least six (6) months shall be permitted to vote upon the question of strike.

(d) A three-quarter majority of the total number of members present entitled to vote shall be required.

Section 5. Obeying Strike Call

(a) The individual members of this Local Union agree to be bound by its laws in the conduct of their relationship with their employers and to place their obligation to this Local Union above all other obligations insofar as this be lawful.

(b) Any member who fails to obey the strike call of his Local Union shall be subject to fine, suspension or expulsion.

(c) Any member who has been called out on strike and returns to their employment before the strike shall have been officially declared terminated by this Local Union shall be fined, suspended or expelled upon conviction.

Section 6. Illegal Strike

Any member or group of members of this Local Union who engage in any unauthorized strike shall be subject to be fined, suspended or expelled upon conviction.

Section 7. Termination of Strike

(a) A strike authorized by this Local Union may be terminated by a majority vote of the members affected with the sanction of the International President.

(b) Upon the termination of the strike, this Local Union shall notify its members of such termination. Any member, who continues to remain on strike after receiving notification to return to work, shall be, upon investigation, fined, suspended or expelled; provided that if there be doubt as to whether or not the strike is terminated or still in progress, the International President shall have the power to decide the issue.

Article XXIII

INITIATION FEE

Section 1. Theatrical

The initiation fee of this Local Union for applicants in the jurisdiction as described in Article II, Section 1 shall be Seven Hundred Fifty Dollars (\$750.00).

Section 2. Television

The initiation fee of this Local Union for applicants in the jurisdiction as described in Article II, Section 2, shall be Seventy-Five Dollars (\$75.00) after completing 30 days of employment.

Section 3. Motion Picture Production

The initiation fee of this Local Union for applicants in the jurisdiction as described in Article II, Section 4 shall be Three Hundred Fifty Dollars (\$350.00).

Section 4. Changes in Jurisdiction

Members working in the television jurisdiction described in Article II, Section 2, may apply for membership in the theatrical jurisdiction described in Article II,

Section 1. Upon acceptance into the theatrical membership, such members shall pay a Four Hundred Fifty Dollar (\$450.00) initiation fee into the theatrical jurisdiction. Such initiation fee shall be paid as follows: Seventy-Five Dollars (\$75.00) credit shall be given for the initiation paid under the television jurisdiction. The remaining Three Hundred Seventy-Five Dollars (\$375.00) shall be paid in installments amounting to six percent (6%) of the members gross earnings on each job in the theatrical jurisdiction. Such installments shall be paid within two weeks of the employee's receipt of his wages.

Article XXIV

MEMBERSHIP FEES

Section 1. Television

(a) The membership fees of this Local Union for members working in the jurisdiction as described in Article II, Section 2, shall be as described in the International Constitution, Article 19 Section 14.

(b) Any member who shall let their membership fees remain unpaid for three (3) months shall be automatically suspended and shall not be reinstated except upon payment of a reinstatement fee of Ten Dollars (\$10.00). No notification in writing shall be necessary. If working, the Business Manager shall notify his employer of the action of this Local Union when permitted by law.

Section 2. Theatrical

(a) The membership fees of this Local Union for members working in the theatrical jurisdiction as described in Article II, Section 1, shall be as described in the International Constitution, Article 14 and a percentage as defined in this Article, Section 3, (Percentage Fees), of all gross earnings in work in the theatrical jurisdiction.

(b) Members of this Local Union working under an I.A.T.S.E. traveling (Pink) contract for a local employer whose main production activities take place within the jurisdiction of this Local Union shall pay a percentage as prescribed in Article XXIV, Section 3 of the full salary as membership fees. Members of this Local Union working under an I.A.T.S.E. traveling (Pink) contract for an employer whose main production activities do not take place within the jurisdiction of this Local Union shall pay a percentage as prescribed in Article XXIV, Section 3 of the minimum traveling (Pink) contract salary established by the International as dues.

Section 3. Motion Picture Production

The membership fees of this Local Union for members working in the Motion Picture Production jurisdiction as described in Article II, Section 4 shall be as described in the International Constitution, Article 19, Section 14 and a percentage as defined in this Local's Article XXIV, Section 4 (Percentage Fees) of all gross earnings for work in the Motion Picture Production jurisdiction.

Section 4. Percentage Fees

Percentage fees shall be based on all gross individual wages earned for work within the theatrical jurisdiction of this Local Union. The Executive Board shall meet annually, within the first 45 days of each calendar year, to establish the **Percentage Rate Schedule**. At least 14 days prior to this special meeting, the *Business Manager* will provide a report to each Executive Board Member outlining a membership fees structure necessary to meet the projected expenses of this Local. The **Percentage Rate Schedule** will be available to all members of the *Referral List* during regular business hours at the Local's business office.

Section 5. False Returns

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

Section 6. Good Standing

To be in good standing a member must have their quarter card paid in advance.

Section 7. Arrears in Dues

Any member three months in arrears in membership fees shall be suspended from membership and shall not be reinstated until all claims due at the time they were suspended shall be paid together with a fee of a new member.

Section 8. Increases in Membership Fees

Any increase in the rate of membership or initiation fees or the levying of any general or special assessment shall be made only in accordance with the following procedure:

(a) Reasonable notice shall be given by the Secretary-Treasurer to the membership at least fifteen days prior to the meeting at which the membership will consider the question of whether or not such dues, initiation or reinstatement fees, general or special; assessment shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on. Such meeting may be general or special.

(b) At the regular or special meeting called as provided in this section voting shall be by secret ballot of the members in good standing.

(c) A majority vote by secret ballot of the members in good standing voting at such meetings shall decide the issue.

Article XXV

MEMBERS

Section 1. Applicants

All applicants for membership in this Local Union shall conform to Article I Section 3 of this Constitution.

Section 2. Rights at Meetings

Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly before the meeting subject to these By-Laws and the rules and regulations adopted by the Executive Board pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid their responsibility to the organization as an institution or engage in or advocate any conduct that would interfere with the Local Union's performance of its legal or contractual obligations.

Section 3. Referendum

Whenever the General President, acting within their authority, shall direct that a referendum vote be held by the membership of this Local Union in respect to any question or situation where a vote of the membership is required under the Constitution or these By-Laws, the Local Executive Board shall give reasonable notice, through the Secretary-Treasurer of the time, date, place and question or situation upon which the referendum is to be held. Each member eligible to vote for officers shall be eligible to vote on any general question or situation. Only members affected shall be permitted to vote concerning matters not affecting the entire membership. Each voter shall vote on the approval or rejection of the question. The Local Executive Board shall, at least ten days in advance of the referendum, adopt rules and regulations for the conduct of the referendum.

Article XXVI

LOYALTY

Section 1. Responsibility of Members to the Local Union

(a) Every member by virtue of his membership in this Local Union is obligated to adhere to and follow the terms of the Local Union's By-Laws and the International Constitution with respect to their rights, dues, privilege and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

(b) Every member by virtue of their membership in this Local Union authorizes this Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with their employer governing terms and conditions of employment and to act for them and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of their employment with such employer, in such manner as the Local Union or its officers deem to be in the best interests of the Local Union. The Local Union and Its officers, business representatives and agents may decline to process any such grievance, complaint, difficulty or dispute if in their sole discretion and judgment such grievance, complaint or dispute lacks merit.

(c) No member shall interfere with the elected officers or business representatives or business agents of this organization in the performance of their duties and each member shall, when requested, render such assistance and support in the performance of such duties as may be required by them provided that this does not interfere with the individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

(d) No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, shall not slander or libel the Local Union, its members or its officers, shall not be a party to any activity to secure the disestablishment of the Local Union as the collective bargaining agent for any employee.

- (e) No member shall be permitted at any assembly or meeting of other members to engage in any of the conduct herein before described.
- (f) Every member shall follow the rules of order at all meetings of the Local Union.
- (g) Membership in this Local Union shall not vest any member thereof with the right, title or interest in or to the funds, property or other assets belonging to the Local Union now or hereafter and no member shall have a property right to membership in this organization.
- (h) No non-journeyman member of this Union shall be permitted to apply for, or accept, a full-time steady position within the theatrical jurisdiction of Local 18 until every journeyman has had an ample and fair opportunity to apply for said position and the Union has exhausted all honorable means of securing the filling of said position from the list of interested journeyman applicants.

Article XXVII

APPRENTICES

Section 1. Application

Applications for apprenticeship in this Local Union in the jurisdiction as stated in Article II, Section 1, can be made by an applicant's written request to the Business Manager, who in turn will refer same to the Executive Board for investigation, said Board to have full power to accept or reject any and all applications. If endorsed by the Board, they shall be referred to a regular meeting for ratification of granting an application for apprenticeship.

Section 2. Approval

All applications for apprenticeship must be approved by the International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of the United States and Canada.

Section 3. Deposit

Upon the receipt of the endorsement of the General Secretary-Treasurer of this Alliance, applicants shall deposit the sum of One Hundred Dollars (\$100.00).

Section 4. Payments Toward Initiation Fee

Apprentices shall pay the sum of One Hundred Dollars (\$100.00) per year toward the balance of their initiation fee to be paid in monthly installments.

Section 5. Length of Service & Duties of Apprentices

- (a) Apprentices shall serve two years as Apprentices in the carpenter, electric or property department before being eligible for examination.
- (b) During this apprenticeship period, apprentices are required to attend and participate in all *Training Committee* provided classes, regardless of the department or area of training. Careful consideration, by the Union, shall be given to scheduling of training classes with regards to work schedules, and apprentices shall not lose job referrals due to class attendance.
- (c) Apprentices are also required to attend and participate in any *Training Committee* approved or recommended classes by others. Careful consideration will also be given to the cost and timing of these training classes with regards to the Apprentices work schedule, and apprentices shall not lose job referrals due to class attendance. Financial assistance by this Local Union will also be considered in certain circumstances.

Section 6. Limit on Apprentices

No local shall be permitted to register as ‘Junior’ or ‘Apprentice’ more than one (1) person for each three (3) Regular members of the Local, and in no case shall any Local be permitted more than a total of fifty (50) such ‘Junior’ or ‘Apprentice’ members, except that the General Executive Board may permit the enrolling of additional ‘Apprentices’ by petition from the local union after determination that the additional number to be enrolled and the condition of the local warrant such action, provided, however, that if any additional ‘Apprentices’ are requested or allowed by the General Executive Board then in that case all of the registered ‘Apprentices’ in such local union shall automatically become Journeymen members upon completion of the apprenticeship period and no balloting shall be required as hereinafter stated. No Local shall be permitted to maintain a ‘Junior’ or an ‘Apprentice’ upon its rolls in such status for a period of more than three years. At the expiration of such time, such ‘Apprentice’ or ‘Junior’ shall be balloted upon by the membership of the local union and be accepted into full membership of the Alliance on receiving a favorable majority vote of the votes cast at the meeting or shall cease to have connection therewith, dependent upon the action of the membership of the local union.

Any apprentice having served in such capacity for a period in excess of two (2) years, but in no event more than three (3) years, shall be entitled to a Road Card immediately upon achieving Journeyman status. They shall also be eligible for nomination to office after achieving Journeyman status.

Section 7. Failure to Fulfill Apprenticeship

Should an Apprentice not fill their Apprenticeship, they shall forfeit all money paid. If they do not pass the examination at the end of their Apprenticeship, they shall have their money returned, except amounts collected for fees, and shall not be eligible for membership.

Article XXVIII

CHARGES

All charges are to be made in accordance with the I. A. Constitution and By-Laws with the same limitations as are provided in Article IX, Sec. 1.

Article XXIX

APPEALS

All appeals are to be made in accordance with the I. A. Constitution and By-Laws on Appeals.

Article XXX

BONDING

1. Every officer, agent, shop steward, employee or other representative of this Local Union who handles funds or other property of this organization shall be bonded in accordance with the requirements of the International Constitution and Statute. The amount of bond required of each person shall be ascertained by the Executive Board, and the premium charges shall be paid out of the general funds of the local union.

2. If the Executive Board, in its sole judgment, believes that it would be to the advantage of this organization to join with the International and/or any or all of its subordinate bodies or affiliated local unions in obtaining a bond or bonds covering persons in this Local Union and such other organizations under a bond

or bonds issued to said International Union or other subordinate body, then, in such event, the Executive Board is authorized and empowered to enter into such arrangements and pay from the general funds of this Union the cost for bonding these persons in this Union, but such surety coverage shall conform to the requirements set forth in Section 1.

3. Should the bond of any person required to be bonded be canceled after surety coverage has been afforded, then, such person shall be allowed thirty days within which to arrange either for reinstatement of their coverage or the substitution of another bond meeting the requirements of Section 1 above to take the place of the canceled bond. However, during the period such person is not covered by such surety bond, the Executive Board shall make whatever arrangements shall be necessary to relieve such person of the handling of any money or property of the Union.

4. If an employee referred to in Section 3 above cannot within 30 days provide the surety bond required in conformity with the provisions of Section 1 above, the Executive Board shall be authorized and empowered to permit him to remain in their position under such arrangements as it may consider reasonable but shall not require or permit them to handle any of the money or control any of the property of the Local Union.

5. If an officer referred to in Section 3 above cannot within 30 days provide the surety bond required in conformity with the provisions of Section 1 above, that officer shall automatically be deprived of holding any office for which a bond is required, unless the International Constitution shall provide otherwise.

Article XXXI

ALTERING OR AMENDING THE CONSTITUTION

This Constitution can be altered or amended (except Article I) as provided in Article III, Section 5.

Article XXXII

PERMANENCY OF THE UNION

This body shall not have the power to dissolve itself if there be seven (7) dissenting members.

Article XXXIII

SAVING CLAUSES

Section 1. Financial Obligation of Members

The provisions of these By-Laws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution and these Local Union By-Laws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

Section 2. Invalidity of By-Laws

If any provision of these By-Laws shall be declared invalid or inoperative, by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Local Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of these By-Laws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid shall not be affected thereby.

Article XXXIV

EXHAUSTION OF REMEDIES

No member or officer of this Local Union shall resort to any court or agency outside this Local Union or the International Union unless and until they have exercised all their rights as a member and all forms of relief and avenues of appeal as provided by the International Constitution or these By-Laws have been exhausted by them, unless otherwise provided by statute.

By-Laws

of the

Milwaukee Theatrical Stage Employees Local No. 18



BY-LAWS

Section 1. Meeting

The regular meeting of Local No. 18 shall be held on the first Thursday of each month, excepting when it shall fall on a legal holiday it shall be the succeeding Thursday. During the months of July and August, the Regular Meetings shall be suspended and the Executive Board will meet and conduct the affairs of this Local Union.

Section 2. Special Meeting

Special meetings of this Union may be called by the President on the request of five members in good standing, said request to be in writing and stating the object for which the meeting is to be called. No business shall be transacted at a special meeting but that for which it was especially convened.

Section 3. Quorum

Nine members in good standing shall constitute a quorum for the transaction of all business. All decisions of all regular or special meetings shall be by majority members voting.

Section 4. Informing Outside Parties

Any member informing any outside parties of the business of any session of this Union shall be suspended or expelled from membership at the option of this Union; and any member knowing of a member doing the same and not reporting it to the Union, shall be deemed equally guilty and subject to the same penalties.

Section 5. Under Scale

Any member going to work for less than the schedule price of wages shall be expelled at the option of the Union, or fined. Any member knowing of another member working under the regular wages and failing to report same shall be dealt with in the same manner. Any member working at one house cannot work in another without extra compensation, except by permission from the Union.

Section 6. Two Week Notice

All members shall be entitled to two weeks' notice from the management of any theater or place of amusement, television studio and television station when being discharged. No member shall leave his position without giving the management two weeks' notice. However, these provisions may be waived by either party when it is mutually agreed.

Section 7. Applying for Positions

No member shall be permitted to apply for positions in any theater under the jurisdiction of this Local Union without first ascertaining from the Business Manager as to whether or not agreements have been made.

Section 8. Salaries Due

This Union will endeavor to collect any member's salary or indebtedness when such do not exceed two weeks pay. Any member who shall allow their salary to run beyond two weeks shall not be given the protection of this Local Union.

Section 9. Substitute's Salary

It shall be mandatory upon all members to pay their substitutes within three (3) days after receiving their salaries, or any money which may rightfully belong to another member.

Section 10. Conduct of Members

Any member who shall appear on any stage or place of employment within the jurisdiction of this Union, either employed or not employed, who is under the influence of drugs or intoxicants or who shall during any performance or work period indulge in drugs or intoxicants or who shall bring drugs or intoxicants into any theater or work area, or who shall become noisy and boisterous in any theater or work area, or cause a disturbance, or who shall become incapable of performing their duty may, after due process and upon conviction, be punished as the union determines.

Section 11. Violation of By-Laws

It is understood that in the case of any violations of Sections 4 through 10 of the By-Laws no member may be fined or suspended or expelled without having his guilt proven first, either by admission or by complying with Article 16 of the International Constitution and By-Laws.

Section 12. Fines Collected

All the fines collected as penalties for violation of any portion of this Constitution and By-Laws shall revert to the General Fund.

Section 13. Serve on Committees

No member shall, without good excuse, refuse to serve on a committee unless he is already serving on another committee.

Section 14. Place of Residence

Any member changing their place of residence shall notify the Recording Secretary of such change within two weeks

Section 15. Loans

No loans to be granted except to members who may be stranded on the road or to local members who may be sick and subject to restrictions of law.

Section 16. Withdrawal Card

Any member in good standing may take out a withdrawal card should he wish to withdraw from theatrical stage work or television work. They must place a letter of record with the Recording Secretary stating intent, length of absence, and estimated return date to stage or television work. Should they wish to return to stage or television work, they may do so by presenting their withdrawal card and pay membership fees from the day the withdrawal was initiated, providing they have not done anything detrimental to this organization. The following shall be the guidelines governing the above:

- 1.) A leave of less than one year: the member may return to former status without loss to seniority or position on call list.
- 2.) A leave of over one year but not more than three years: the member may return as a Journeyman and accept being placed at the bottom of the Journeyman call list.
- 3.) A leave in excess of three years: the person will forfeit any rights to membership. Should they wish to return, they will be regarded the same as any new applicant.
- 4.) There will be one leave of absence allowed in a five-year period.

Section 17. Retirement

- (a) Any member who goes into full retirement will forfeit any status as to seniority, as well as their position on the call list.
- (b) Any member taking partial retirement will be placed on calls under the following guideline: The retired member will be placed on the call list below all active “Extra List” Journeymen, but above Staff Journeymen and Apprentices.

Section 18. By-Laws Amended

No part of these By-Laws shall be repealed, altered, amended or annulled until the procedure outlined in Article III, Section 5 is adhered to.

Section 19. By-Laws in Effect

All laws, amendments, or alterations of these By-Laws made hereafter shall be applicable to members in the same manner as if such laws were herein inserted. These By-Laws to go into effect on day of adoption, after receiving approval of I. A. office. All former by-laws, minutes and records are to be null and void after the adoption of the revised Constitution and By-Laws of this Local Union.

Standing Rules

of the

Milwaukee Theatrical Stage Employees Local No. 18



STANDING RULES

Rule 1. The work of stage employees is to commence thirty (30) minutes before curtain rises and end when the last scene is struck and is to consist in setting and striking only the scenes used in the play at that time.

Rule 2. Any performance running more than the contractually agreed performance time shall be charged for as overtime. Grace periods shall not, under any circumstances, be extended to any performances.

Rule 3. A rehearsal of three (3) hours or less shall be considered a performance and charged for accordingly.

Rule 4. It shall be the duty of all members of this Union when installing scenery or any stage effects of any kind in any theater or other place of amusement not employing members of this Union, to notify the Business Manager who shall take all necessary legal steps to get men in to operate same after installation.

Rule 5. Any member of Local 18 renting or lending any scenery, properties or electrical effects shall use every legal effort to see that a member of this Union be placed in charge.

Rule 6. Department heads shall be assigned by the Business Manager. Job assignments shall be made by the department heads.

Rule 7. No member of this Local acting as contractor shall be assigned as Steward of such job.

Rule 8. No member shall work for less than the wages agreed contractually in any place of employment which has a contract with this Local.

Rule 9. Any additional help required to fulfill the work complement of any attraction or job shall be acquired through the Business Manager of the Local.

Rule 10. All stage employees are required to report to work not less than thirty (30) minutes before the announced curtain time. Employees that are not present at this time may be replaced at the discretion of the department head assigned to this job.

Rule 11. The President shall appoint a Historian to assist the Secretary in cataloging historical records of Local 18

Rule 12. The Steward of any job must keep a written record of starting and quitting time on any work call in duplicate.

Rule 13. Any member who has not reported or is not ready for work at the start time of any call, be he Staff or Extra, and who has not called in advance to notify he would be late, shall be fined \$5.00 such moneys to go to the Social fund of Local 18, and further that any member, Staff or Extra, who has not called in and does not report within 15 minutes beyond the start time of the call shall be automatically replaced on the call.

Rule 14. Any member requesting leave from their employment shall be required to notify the Union office at the same time.

Rule 15. The second Delegate to the International Convention be paid additional expenses equivalent to 40 hours at the prevailing extra list Head rate.

Rule 16. International Convention Delegated per diem shall be set at \$100.00 per day.

Rule 17. Any member of Local 18 contracting work within the jurisdiction shall be required to notify the Business Manager in advance of each instance and shall give such notice in sufficient time to allow the Business Manager to assign the required personnel.

Rule 18. Any member of Local 18 performing and/or contracting work within the jurisdiction of this Union at a location where this Union has no collective bargaining agreement shall be required to submit the payroll report to the Union office within one week of the completion of the work.

Rule 19. The work week of this Union shall begin on Monday and end on Sunday and any member of Local 18 who assumes responsibility for a payroll shall be required to deliver all funds due, to the Union office no later than Friday of the week following the final date of such payroll for distribution to the parties there to.

Rule 20. No person shall be assigned work "Opening Night" of the *Milwaukee Ballet* or *Florentine Opera* performance who has not worked the Dress Rehearsal.

Rule 21. Local 18 Welfare and Retirement Trustees must present a written report to all participants on the activities and status of the Welfare and Retirement plans after the annual meeting.

Rule 22. Member should pay indebtedness to the Local by check or money order, and if cash, a cash receipt be given.

Rule 23. Each month an accounting report of all payments itemized as; cash, money order, or payroll deduction be filed with the Secretary/Treasurer of Local 18. On a monthly basis the office will provide to each active member of the Call List a receipt of all monies paid Local 18. All Local 18 deposit slips will be attached to the Monthly Report.

Rule 24. Only properly receipted expenses will be reimbursed from Local 18 accounts.

Rule 25. All Applicants, to the Referral List, will be given a copy of the *Referral Hall Rules & Regulations* upon application.

Rule 26. Copies of all Local #18 contracts are available, at the office, for a nominal printing fee.

Rule 27. Local 18 members will adapt and use *The May 4, 1995 Referral List*, as updated & maintained by Local 18 Executive Board.

Rule 28. At the discretion of the Local 18 Business Manager, trainers will be given a stipend equal to a four (4) hour call at Marcus Performing Arts Center stagehand rate, for formal training sessions.

Rule 29. Local 18 adopt and use a standardized form for the submission of Resolutions. Forms available at the business office of Local 18.

Rule 30. Local 18's Recording Secretary will adopt, and use, a standardized form for the cataloging of Resolutions & Durable Motions.

Rules of Order

Adapted from Robert's Rules of Order



RULES OF ORDER

Section 1. Conduct

Members presenting themselves at a regular or special meeting of this Local Union under the influence of intoxicating liquor or participating in the consumption of alcoholic beverages during the progress of the meeting, whose actions as a result thereof create a situation interfering with the orderly conduct of such meeting, may be required to leave the meeting hall.

Section 2. Stating the Question

The Chairperson while presiding shall state every question coming before the Union before suffering debate thereon and immediately before putting it to vote shall ask, "Is the Union ready for the question?" Should no member rise to speak and the Union indicates its readiness, they shall rise to put the question. After they have risen, no member shall be permitted to speak upon it.

Section 3. Appeal of Decision of Chairperson

When the decision of the Chairperson is appealed, they shall state their decision and their reasons, after which without further debate, the question shall be put thus: "Shall the decision of the Chair stand as the judgment of the Union?" Member shall give reasons for appeal. No one can speak except member and Chairperson.

Section 4. Adhering to Question

Every member while speaking shall adhere to the question under debate; avoid all personality and indecorous language as well as any reflection on any member thereof.

Section 5. Question of Order

Any member while speaking, being called to order by another, at the request of the Chair shall cease speaking and be seated until the question of order is determined.

Section 6. Speaking on Question

No member shall speak more than once on the same question until all members wishing to speak shall have had an opportunity to do so, or more than twice without the permission of the Chair.

Section 7. Division of Question

Any member may call for the division of the question when the sense will admit it.

Section 8. Vote

Every member present shall vote on all questions before the meeting unless personally interested; a motion to excuse a member from voting shall be put without debate.

Section 9. Permission to Leave

No member shall enter or leave the hall during the reading of the minutes, admission of new members, installation of officers or the taking of a question by yeas and nays, and no member shall be allowed to leave the hall without the permission of the presiding officer.

Section 10. Question of Vote

When a motion has been declared carried or lost by acclamation, any member, before the meeting proceeds to other business, may call for a division of the house.

Section 11. Count of Vote

The yeas and nays may be called for by two (2) members and upon the assent of the majority of the members present shall be so taken.

Section 12. Business

All business done in this Union shall be strictly secret to all non-members.

Section 13. Suspension of Business

On motion the regular order of business may be suspended by a majority vote of the meeting at any time to dispose of urgent business.

Section 14. Presentation of Motion

In presenting a motion a brief statement of its objects may be made, but no discussion or debate of its merits shall be permitted until the question is stated by the Chair.

Section 15. Amending an Amendment

A motion to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted.

Section 16. Presiding Officer

The presiding officer shall not speak on any subject except points of order and appeals from the decision of the Chair. In case of a tie vote, the Chair shall have the deciding vote.

Section 17. Postponement of Question

When a question is postponed indefinitely, it shall not come up again, except by unanimous consent.

Section 18. Adjournment

A motion to adjourn shall always be in order except:

- (a) When a motion is before the house.
- (b) When a member has the floor
- (c) When the members are voting
- (d) When it has been decided to take the previous question.

Section 19. Reconsidering a Question

When a question has been decided it can be reconsidered only at the same meeting or on the next regular meeting.

Section 20. Motion to Reconsider a Question

A motion to reconsider must be made and seconded by two members who voted with the majority.

Section 21. Member Not in Attendance

Any member failing to attend a general meeting shall be bound by a majority vote taken on any question.

Section 22. Parliamentary Questions

All questions of a parliamentary nature not provided for in these rules shall be decided by Robert's Rules of Order.

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