

**Constitution & Bylaws**  
of the  
**I.A.T.S.E. Production Sound Technicians,**  
**Television Engineers,**  
**Video Assist Technicians,**  
**and Studio Projectionists, Local 695**

**I.A.T.S.E. Local 695**

5439 Cahuenga Boulevard  
North Hollywood, CA 91601

Chartered on  
**September 15, 1930**  
by  
International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts of the United States,  
its Territories and Canada, A.F.L. - C.I.O.

**(Amended September 19, 2019)**

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**PLEDGE**

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I, the undersigned, as a condition of my membership in Local No. 695 and in the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, do solemnly pledge myself to accept and abide by the provisions of the Constitution and Bylaws of this Local and of the Alliance, as now in force and as hereafter legally amended, and hereby express my consent to be governed thereby in the conduct of my trade and in my relationship with this Local and the Alliance.

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Signature of Member IATSE, Local No. 695

Date: \_\_\_\_\_

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## INSTALLATION OF OFFICERS

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I [full name] do hereby pledge my word of honor to perform the duties of my office as set forth in the constitution and bylaws of this union to the best of my ability and to bear true allegiance to the International Alliance. At the close of my official term, I solely promise that I shall deliver to my successor in office all books, paper and property of this union and of the International Alliance which may be in my possession. To these promises I pledge you my word, fully realizing that to violate this pledge is to stamp me a person unworthy of trust.

[installing officer]: You have obligated yourself to faithfully and to the best of your ability discharge the duties of your office. You will now proceed to your station and perform the duties of that office and so conduct yourself as to be worthy of the trust reposed in you.

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## CONSTITUTION

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### ARTICLE ONE

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

##### **Section 1. NAME**

**The name of this organization shall be “IATSE Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists, Local Union No. 695”, (hereinafter referred to “Local 695”).**

##### **Section 2. ESTABLISHED**

This Local has been established and exists by virtue of a Charter issued September 15, 1930, by the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter called the “Alliance” or “International”) and pursuant to the Constitution and By-Laws of the International, as duly amended and certified by the NLRB 1930.

##### **Section 3. JURISDICTION**

The jurisdiction of this Local shall be that which is conferred upon it by its Charter and as further defined in the International Constitution, Article Eighteen, Section 10, f and b which read:

***“(f.) Motion Picture Studio Sound Technicians’ Charter.***

Full and direct charter issued to Motion Picture Studio Technicians shall be construed as granting jurisdiction to members of such locals over all persons engaged in or doing work of any nature in or incidental to the transmission of sound and carrier frequencies and recording same in the production of motion pictures; including all sound, recording employees and classifications engaged in all operation, setting-up, handling, inspecting, striking, testing, temporary running, repairing, sound servicing, scoring, synchronizing, recording, reproducing, re-recording, dubbing, playbacks, electrical transcriptions, sound public address units, acoustics amplification transmission, transference, sound effects, research, experimental development and all speech and audio frequency work of those electrical devices, excepting those electronic devices used as motion picture projectors or component parts of motion picture projectors of any nature, including the classification of first soundpersons, second soundpersons, third soundpersons, fourth (or assistant)

soundpersons, sound film loaders, sound public address operators, sound playback operators, newsreel persons, commercial and industrial soundpersons.”

“This is not to include theaters, places of amusement, post-production or jurisdiction of sister locals of the I.A.T.S.E. and M.P.M.O. of the United States and Canada.”

***(b.) Moving Picture Machine Operators.*** Full and direct moving picture machine operators' charters shall be construed as conferring upon the local unions to which they are issued by the Alliance jurisdiction over all employees of operating rooms and operators of apparatus and any connections appertaining thereto in locations where moving pictures are exhibited and also over the operators of all spot lights in conjunction with moving picture exhibitions, when such spotlights are located within the operating room or moving picture exhibitions, and further confers jurisdiction over the operators of all stereopticons, moving picture booths in all cities. This jurisdiction shall not apply to the operating of stereopticons outside a moving picture booth in connection with a show as a stage effect. No member of a moving picture machine operator's local union shall be permitted to operate any stage lights, scenery, or curtains from the front of the theater operated by remote control or otherwise, where operation would displace a stage employee.”

***Motion Picture Projectionists and Video Technicians*** shall enjoy the same craft jurisdiction as “Moving Picture Machine Operators” local unions whether film or electronic.”

## ARTICLE TWO

### Objectives

#### **Section 1. OBJECTIVES**

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

- (a) To improve their wages and hours of work, to increase their job security and to better their working conditions.
- (b) To advance their economic, social and cultural interests.
- (c) To establish peaceful and harmonious relations between its members and their employers, and to increase the stability of the industry.
- (d) To assure full employment.
- (e) To promote and support democracy and free trade unionism.
- (f) To engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining throughout all trades and industries.

#### **Section 2. DEDICATION AND PRINCIPLES**

This Local shall endeavor to accomplish the foregoing purposes by organizing the unorganized, educating its membership, negotiating collective bargaining agreements with employers, securing progressive legislation, and by all other appropriate means within the International.

In this Constitution and Bylaws, wherever the masculine pronoun appears, it includes the feminine pronoun.

## ARTICLE THREE

## **Membership**

### **Section 1. QUALIFICATIONS FOR MEMBERSHIP**

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

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

Any person applying for membership in this Local must be of good moral character and reputation, and unless waived by the International for proper cause upon application by the Local, must have been a resident for at least eighteen months preceding their application within its jurisdiction.

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

There shall be no discrimination against any person in respect to membership in this Local by reason of race, color, creed, national origin, disability, gender, gender expression, sexual orientation, age, or any other reason prohibited by applicable law.

### **Section 2. APPLICATION FOR MEMBERSHIP**

Every application for membership must be made upon the official printed form supplied by the International to the Local with clear understanding that, if confirmed to membership, the applicant agrees to abide by the Constitution and Bylaws, decisions, rules, regulations and working conditions of the IATSE and Local Union No. 695.

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

Each application blank must be accompanied by the applicable initiation fee as required for each classification and set forth in the Appendix "B" (to be returned if application is rejected), and such processing fee as may be determined by the General Office. This processing fee is not returnable.

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

### **Section 3. DATE OF MEMBERSHIP**

Membership in this Alliance shall commence from the date of the registration of the member with the General Secretary-Treasurer or the date of their endorsement of the application, whichever is later.

### **Section 4. OBLIGATIONS OF MEMBERSHIP**

Every applicant for membership in this Local shall before being inducted into membership, be given the Constitution and Bylaws of the International and of this Local Union, obtaining such instructions thereon as they shall request from the officers of the Local Union.

The laws of the Alliance and of this Local Union shall be binding upon the individual members thereof and each member shall be deemed to have consented to be governed thereby.

Upon induction into membership new members shall swear or affirm their intention to observe the provisions of the International Constitution and Bylaws and the Constitution and Bylaws of this Local Union and to accept such laws as conclusive of their rights within this the Alliance, in witness whereof they shall sign the pledge in the bound copies presented to them. The pledge so signed shall be detached and forwarded to the General Office by the Recording Secretary.

## **Section 5. GOOD STANDING**

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

Failure on the part of any member to pay any financial obligation to this Local within 30 days after same became payable shall result in such member being automatically declared not in good standing, and suspended from membership. A member not in good standing shall be deprived of the right to hold office, to attend meetings and to vote. If such default continues for a period of more than six months from the date that the financial obligation first became payable and should the member fail to pay in full their indebtedness within 10 days after written notice by certified mail of their default has been sent to them (such written notice to specify the amount due and how such amount was arrived at), the member shall be deemed automatically expelled unless prior thereto, they have been granted an extension of time to pay by the Secretary-Treasurer, the Executive Board, or a vote of the membership.

The term “in good standing” as used in this Constitution and Bylaws shall be construed to mean that the member has fulfilled the requirements for membership in this Local Union and the International, and has not voluntarily withdrawn from membership or been expelled or suspended from membership either for being in arrears in their financial obligations or for any offence after appropriate trial proceedings consistent with Article Sixteen of the International Constitution and Bylaws or Article Eleven of this Constitution and Bylaws.

Payment of any financial obligation due by a member to the Local shall be enforceable by fine, suspension or expulsion and in addition thereto, by resort to court action. The Local may also seek to have a dues delinquent member terminated from their employment, if otherwise authorized and lawful to do so. If court action is required, the delinquent member shall also be liable to the Local for reasonable legal fees and other expenses incurred by it in connection with the suit.

## **Section 6. REFUSAL TO WITHDRAW FROM JURISDICTION**

Any member who refuses to withdraw immediately from the jurisdiction of a sister local union when so ordered by this local union shall, upon being found guilty thereof, be subject to fine, suspension, or expulsion.

## **Section 7. TRANSFER PRIVILEGES**

Members of this Local and members of other Locals of this Alliance, shall be entitled to transfer privileges as set forth in Section 17 of Article Nineteen of the International Constitution.

## **Section 8. WITHDRAWAL FROM MEMBERSHIP**

A member desirous of withdrawing from membership in this Local may do so by sending a letter of resignation to the Local. A member so resigning forfeits all rights, benefits and privileges incident to membership in the Alliance and to this Local Union.

## **Section 9. HONORABLE WITHDRAWAL CARDS**

Any member in good standing who wishes to withdraw from membership in the Alliance on the basis of the issuance of an honorable withdrawal card may do so in the manner provided in Section 18 of Article Nineteen of the International Constitution.

## **Section 10. REINSTATEMENT OF READMISSION OF MEMBERS**

Members who have been expelled from this Local for failure to pay financial obligations, may be reinstated at the option of the Local, provided the Local pays to the International all per capita and the member pays to the Local all dues or assessments accrued during the period of expulsion.

Members who hold honorable withdrawal cards may be readmitted to membership, provided the Local pay to the International all Per Capita and the member pays to the Local all dues and assessments accrued from the start of that members' withdrawal until their readmission to the International; but that repayment shall not exceed the total of eight quarters per capita and eight quarters of Local dues and assessments..

Members may be readmitted or reinstated in accordance with the above only upon application for membership and in the manner set forth in Section 2 of this Article; provided, however, that where the Constitution so provides, expelled members may be refused readmission or reinstatement to the Alliance for a certain fixed period or indefinitely.

Members who hold honorable withdrawal cards issued by the Alliance may be readmitted to membership, without examination, by a majority vote of the local union to which such members apply.

This Local shall not reinstate or readmit anyone to membership without first submitting the name of the former member, with the cause of loss of membership, to the General Secretary-Treasurer for investigation and approval of same.

## **ARTICLE FOUR**

### **Headquarters**

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

## **ARTICLE FIVE**

### **Government**

## **Section 1. SUPREME LAW**

The International Constitution and Bylaws, as well as this Constitution and Bylaws, shall be the supreme law of this Local. The International Constitution and Bylaws, as interpreted by the International President and applied by the persons authorized to do so, shall supersede any conflicting provisions or interpretations of the Local's Constitution and Bylaws.

## **Section 2. MEMBERSHIP MEETINGS**

Regular membership meetings shall be held quarterly. Other membership meetings may be called in the manner hereinafter set forth for the calling of special meetings.

Special meetings shall be called by the President, a majority of the Executive Board, or upon written petition of no less than 10% of the members. Said petition shall set forth the reasons for the called meeting, and no business, other than that for which such meeting is called, shall be conducted thereat.

A quorum of 50 members in good standing is required to open a meeting for the transaction of lawful business.

### **Section 3. EXECUTIVE BOARD MEETINGS**

The Executive Board shall meet at least once a month and at such other times as called by the President. A majority of the members of the Board shall have the power to call an Executive Board meeting. All members of the Board shall be notified in advance of such meeting. A majority of the members of the Executive Board shall constitute a quorum.

## **ARTICLE SIX**

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

#### **Section 1. ELECTED OFFICERS AND ELIGIBILITY**

A. There shall be elected to office the following officers:

President/ Delegate to the International Convention  
Vice-President  
Recording-Secretary (Corresponding Secretary)  
Business Representative/ Delegate to the International Convention  
Treasurer  
Sergeant-at-Arms  
Three Trustees  
Six Board Members

To be eligible for office, other than as a Delegate, a person must have been a member in good standing in this Local for a period the two years immediately preceding nominations and not be disqualified from holding office under any applicable Governmental law.

B. Delegates to the International Convention

Any member in good standing of this Local shall be eligible to serve as a Delegate.

#### **Section 2. NOMINATIONS**

(a) All nominations must be made at the regularly scheduled membership meeting in October or November of every third year, beginning in 2020.

(b) After nominations have closed, the President shall appoint a Judge to have charge of the proper conduct of the election and two (2) Tellers, none of whom shall be candidates, to assist.

(c) Members shall be notified by mail to the date, time and place of the meeting at which nominations are to be taken at least fifteen (15) days in advance of such meeting. Such notice shall also state the offices to be filled by election and the manner in which nominations are to be received. A quorum at the nomination meeting is not required to proceed with nominations.

(d) No member shall be permitted to accept nomination for more than one (1) office (candidacy for delegates to convention excepted).

(e) Any member who has been nominated for office must stand and be recognized by the chair, if present, and either accept or decline the nomination.

(f) Any member absent at the time of nomination can be nominated only if they have prior to the meeting of nominations, notified the Recording Secretary, in writing, of their willingness to accept a nomination for a specific office.

### **Section 3. ELECTIONS**

(a) The election shall be held (ballots counted, and results announced) once every three years in the month of December, on the designated election day. At such elections, there shall be elected the Officers provided for in Article VI, Section 1, of this Constitution and Bylaws.

(b) All elections shall be by mail ballot, such mail ballot to be supervised and handled by a Certified Public Accountant. Notices of Election and a ballot shall be mailed to all members at least twenty (20) days prior to the election day due date for the return of the ballot. Such notices shall be mailed to the members' last known address. Timely return of valid mail ballots by members in designated envelopes shall be accepted by any form or method of delivery.

(c) The eligibility of members to vote must be verified, before their ballot can be counted. If a ballot is cast by a member who has been deemed ineligible to vote, such ballot shall be set aside unopened.

(d) Upon the deadline for receipt of ballots, the Certified Public Accountant, in the presence of observers for each candidate who chooses to have an observer present, and the President, shall open the ballot box and have the ballots counted. If the total agrees with the tally, the CPA and the Tellers shall then proceed to the official count of the votes for the different candidates. The total of each candidate's vote shall be recorded on a recapitulation sheet, which must be signed by the CPA and the Tellers, and delivered to the President. The President shall then read the results and those candidates who receive the highest number of votes for each office shall be declared elected.

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

(f) All reasonable requests of any candidate to distribute campaign literature by mail or otherwise, at the candidate's own expense, to the members in good standing shall be honored.

(g) Every candidate shall have the right once within 30 days prior to the election to inspect (but not to copy) a list containing the names and last known addresses of all members of this Local.

(h) Proxy voting shall not be permissible. Only those members duly nominated shall be candidate for office -write-in votes for those not duly nominated shall not be counted.

(i) If there is only one candidate for any office, the Recording Secretary shall cast a unanimous ballot for that candidate and same shall dispense with the requirement of a secret ballot vote for that office.

### **Section 4. INSTALLATION**

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

## **ARTICLE SEVEN**

### **Duties of Officers**

#### **Section 1. PRESIDENT**

The President shall have all of the following duties, powers and responsibilities:

(a) To preside at all meetings of the membership and of the Executive Board and shall at all times conduct same in accordance with this Constitution and Bylaws and the standing rules duly promulgated by the Executive Board and attached hereto. For misconduct during the course of a meeting, a member may be summarily fined in an amount not to exceed Twenty-Five Dollars [\$25] for each separate offense, or at the discretion of the President, may be summarily ejected from the meeting if their conduct persists in disrupting the meeting.

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

(c) To see that all officers perform their duties as prescribed by the Constitution and Bylaws and shall be a member Ex-officio of all committees.

(d) With the consent of the Executive Board, to use all moral and financial aid in enforcing the rules, wage scale and conditions of this Local.

(e) To appoint the members of all committees.

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

(g) To serve, by virtue of their office, as Delegate to the International Convention.

(h) Shall interpret this Constitution and By-Laws.

## **Section 2. VICE-PRESIDENT**

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

In the event a vacancy occurs in the office of President, the Vice-President shall succeed to the office of President for the remainder of the term.

## **Section 3. RECORDING SECRETARY**

(a) The Recording Secretary is the official correspondent from whom and to whom all communications from the General Office are directed. It is therefore the responsibility of that officer to properly communicate with other officers of the Local union as well as the membership. It is the duty of the Recording Secretary to disseminate information properly within the Local union whether that be by way of membership meetings, mailings, etc.

(b) The Recording Secretary is the custodian of all official records of the local and all official stationery and forms. The yearly supplies are mailed to the Secretary and include the official forms for filing quarterly reports, ordering per capita stamps and acknowledging receipt of such supplies.

(c) The Recording Secretary must notify the General Office each year of the current officers of the local and their addresses by completing the Officer's Address Cards and forwarding same to the General Office. This card must be submitted to the General Office regardless of whether there have been any changes during the year.

(d) The Recording Secretary shall report the admission of new members, expulsion of members, the reinstatement of expelled members and other matters (withdrawal, death or transfer of members) to the

General Office upon the official quarterly report form. Any information forwarded in a letter must appear in the appropriate quarterly report in order for the information to be officially entered in the membership records of the local.

- (e) The Recording Secretary shall answer all correspondence addressed to their office by affiliated locals, members of the local and the I.A.T.S.E. General Office, and shall file all communications received, and copies of replies, in a systematic manner.
- (f) The Recording Secretary shall in collaboration with the Treasurer oversee the collection of all monies payable to the local and shall acknowledge all monies received by the Local. This responsibility also extends to the issuance of a Local union membership card and appropriate quarterly per capita stamps to paid-up members in good standing.
- (g) When an application of a new member is being prepared for submission to the General Office for endorsement, the Recording Secretary shall make sure that the application is completed entirely and that they sign it. They must also make sure that the processing fee is paid and the Local seal is affixed.
- (h) When the application is endorsed and returned to the Local, and the member is initiated, the Recording Secretary shall return the completed application stub to the General Office in order to receive a membership card.
- (i) The Recording Secretary, shall in collaboration with the Treasurer purchase per capita stamps on the first day of each quarter based on the number of members recorded the previous quarter.
- (j) The Recording Secretary shall in collaboration with the Treasurer and a C.P.A. prepare and file yearly the appropriate tax forms as required by the Internal Revenue Service, LM Reports to the Department of Labor, and EEO-3 Reports to the Equal Employment Opportunity Commission and other such reports as may be required by law.
- (k) The Recording Secretary is obligated to read to the membership all official communications from the International at the next regular meeting after receipt.
- (l) The Recording Secretary shall perform such duties as may be set forth in the Local's Constitution and Bylaws.
- (m) As required by the International Constitution, the Recording Secretary must report all litigation and administrative proceedings to the International President. The Recording Secretary shall forward copies of appropriate documents and give a short, written summary of the nature of the matter and its status.
- (n) It shall be the duty of the Recording Secretary to attend all meetings of the Local and Executive Board, and when required, of committees. The Recording Secretary shall keep minutes of all proceedings of the Local and shall read the names of the maker of motions, and those that second the motions, at all of the meetings. The Recording Secretary shall keep the minutes of the Local and Executive Board and faithfully and regularly record the same in a book provided for that purpose.
- (o) A duplicate copy of the minutes shall be provided to the President, Business Representative, and the Treasurer prior to the next meeting.

#### **Section 4. BUSINESS REPRESENTATIVE**

The duties, powers and responsibilities of the Business Representative shall be:

- (a) To assist employers in hiring members, when appropriate and consistent with applicable law, when called upon to do so, and to keep a correct list of all work given out, as well as a list of the unemployed.

- (b) To report to the Executive Board all alleged violations by members of the laws of the Local.
- (c) To perform such duties as ordered by the membership or by the Executive Board between membership meetings.
- (d) To have full charge of the office of this Union and its business affairs, represent the Local in all dealings with employers, but at all times be under the supervision of the Executive Board.
- (e) To be a member, ex-officio, of all negotiating committees. Contracts negotiated by any such committee shall be subject to ratification of the membership unless the membership has in advance empowered the Committee to conclude the contract without ratification.
- (f) To investigate all complaints of members and decide, if possible, upon all questions in dispute between employer and employee, accepting any honorable means toward an amicable settlement that may be deemed essential to the best interests of this organization.
- (g) Subject to approval of the Executive Board, to hire clerical and representative staff, and fix their salaries.
- (h) Subject to approval of the Executive Board, to retain legal counsel and other professionals, where appropriate.
- (i) To serve, by virtue of their office, as Delegate to the International Convention.

## **Section 5. TREASURER**

The basic duties, powers, and responsibilities of the Treasurer shall be:

- (a) To keep a true and accurate record of all income and disbursements and all assets and liabilities of this Union.
- (b) To oversee the deposit of all money in a bank approved by the Executive Board, same to be in the name of the Local, subject to withdrawal by checks co-signed by the Treasurer, and either the President or Vice President.
- (c) To oversee the collection of all dues, fines and assessments from the members and to report quarterly to the meeting the standing of all members.
- (d) To report to the Executive Board all alleged violations by members of the laws of the Local.
- (e) To perform such duties as ordered by the membership or by the Executive Board between membership meetings.

## **Section 6. SERGEANT-AT-ARMS**

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

## **Section 7. BOARD OF TRUSTEES**

The duties, powers, and responsibilities of the Board of Trustees shall be:

- (a) To conduct and oversee a quarterly audit of the books of the Union, and to make a detailed report of their finding at the next regular meeting.
- (b) To see to it that any officers and employees of this Union who handle its funds and property are bonded to the extent and in the amount and form required by law. The expense of such bonds shall be borne by the Local.
- (c) To see to it that all books and records of the Local, used as the basis for preparing reports required by law to be filed with the Government, are preserved for at least five years from the dates such reports were filed.

## **Section 8. EXECUTIVE BOARD**

The Executive Board shall consist of the President, Vice-President, Recording-Secretary, Business Representative, Treasurer, Sergeant-at-Arms, the three trustees, and six (6) “members at large”

The duties, powers, and responsibilities of the Executive Board shall be:

- (a) To decide upon all matters referred to them by the membership and their decision shall be binding unless reversed by a majority vote of the members present at a regular or special meeting of the Local. They shall decide upon the enforcement of the Locals laws and regulations and may perform such acts and make such rulings and decisions consistent with the Constitution and Bylaws as may be necessary to carry on the business and promote the interests of this Local when properly authorized by the General Membership of this Local.
- (b) To act as a trial board of this Local unless the member elects to be tried at an open meeting as provided in Article 12, Section 15 hereof. They shall have the power to summon as a witness any members and those failing to answer may be adjudged in contempt and penalized for same by fine or suspension.
- (c) To supervise the affairs, membership, business and activities of the Local, including but not limited to the activities of the Business Representative and Recording Secretary, and the Treasurer as set forth above. The Executive Board shall be vested with all complete authority necessary for the government of this Local, subject to this Constitution and Bylaws and that of the International.
- (d) To hold their meetings prior to the regular membership meeting, and full written report of their action submitted to the membership.
- (e) To determine, guided by the principles of equity and fairness, and consistent with their fiduciary duty to the Local, hardship claims by members seeking relief, in whole or in part, through forgiveness, delayed payment, or otherwise, from their fees, dues and/or assessment obligations.
- (f) In the event of a vacancy (i.e., death, resignation, removal from office) of any officer, other than the President of this Union, the Local’s Executive Board shall elect, by secret ballot, a member of this Local Union in good standing to serve the remainder of the vacated term.

## **Section 9. DELEGATES TO INTERNATIONAL CONVENTION**

The Delegates shall perform their duties as prescribed by the Constitution and Bylaws of the International Alliance and report thereon at the next regular meeting following the Convention.

Those candidates for Delegate to the International Convention who are not elected shall become Alternate Delegates.

If any Elected Delegate cannot attend the International Convention or a District II Convention, then the Alternate Delegate who received the highest number of votes shall attend as a Delegate.

## **Section 10. OTHER DELEGATES**

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

## **Section 11. COMPENSATION OF OFFICERS**

The compensation of the Business Representative shall be equivalent to the highest rate of non-overtime, non-location salary provided for in the Basic Agreement with the Producers and this Local (on-call 56 hours per week rate). In addition, the Business Representative will be entitled to an expense allowance of one day's pay per week at the Y-9 rate. No other elected officers shall, by virtue of their elected office, be compensated on a full-time basis, and shall be reimbursed only for authorized and verified expenses incurred in the course of performing the business of this Local.

# **ARTICLE EIGHT**

## **Transfer and Reinstatement**

### **Section 1. TRANSFER**

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

### **Section 2. REINSTATEMENT OF MEMBERS**

The terms and conditions required to be fulfilled by a members seeking reinstatement after suspension or expulsion from membership shall be those set forth in the IATSE Constitution and Bylaws. In addition, a member seeking reinstatement shall pay \$150 to this Local.

# **ARTICLE NINE**

## **Revenues**

### **Section 1. SPECIAL ASSESSMENTS**

If at any time the Executive Board deems it necessary to acquire additional revenue, for the best interest of the Union, it shall recommend to the membership a special assessment.

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

### **Section 2. AUTHORITY TO EXPEND FUNDS**

The funds of this Local shall be used to defray the proper operating expenses provided for herein and for other legitimate purposes to accomplish the objectives of the Union.

# **ARTICLE TEN**

## **Discipline of Members and Officers;**

### **Section 1. GROUNDS**

Any member who shall breach their duty as a member by violation of the express provisions of this or the Internationals Constitution and Bylaws or by such conduct as is detrimental to the advancement of the purposes which this Local pursues, or as would reflect discreditably upon the Local or the Alliance, shall be subject to discipline in the manner set forth in the sections following. Charges filed against officers of this Local Union shall be filed pursuant to this Article.

## **Section 2. FAIR TRIAL**

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

## **Section 3. CHARGES**

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

## **Section 4. PENALTY FOR PREFERRING FALSE CHARGES**

If false charges shall be maliciously preferred against any officer, the person or persons preferring such charges shall be fined Five Hundred Dollars [\$500.00], the fine to be imposed upon the acquittal of the member accused.

## **Section 5. CHARGES FILED IN DUPLICATE**

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

## **Section 6. TO WHOM AND WHEN PREFERRED**

Charges shall be filed with the Recording Secretary of the Local.

Charges must be filed with the Local within 60 calendar days after the offense becomes or should have become known to the person making the charge.

If the Recording Secretary of the Local be a charged party, the charges may be filed with any officer of the Local who is not a charged party.

## **Section 6(A). CHARGES AGAINST A LOCAL OFFICER**

Charges shall be filed against the accused Local officer with the Recording Secretary of the Local. If the President takes cognizance of the charges, it may, if it deems it necessary or advisable, temporarily suspend the accused from office and, in that event, further payment of salary to such officer shall be withheld pending the outcome of the trial.

If the accused was temporarily suspended from office pending the outcome of the trial, and they are not found guilty after the trial, they shall be immediately reinstated to office with pay for the period they were under suspension.

Whenever an officer of this Local against whom charges are preferred is temporarily suspended from office, such officer shall be entitled to a trial no later than thirty days after the date of their suspension. In

the absence of extenuating circumstances, failure of the Local to comply with the foregoing requirement shall result in dismissal of the charges by the International President.

## **Section 7. WITHDRAWAL OF CHARGES**

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

## **Section 8. PUBLICATION OF CHARGES**

After the charges have been ruled cognizable, they shall be read at the next regular meeting of the Local by the presiding officer. No debate or discussion shall be permitted, but the presiding officer shall request those having personal knowledge of any of the facts alleged in the charges to submit their names as witnesses to the secretary of the meeting. The presiding officer shall refer the charges to the Executive Board in accordance with this Constitution and Bylaws.

If no regular membership meeting is scheduled within a period of 30 days after the date cognizance of the charges is taken, or if a meeting is scheduled but no quorum is present, the charges shall then be read by the presiding officer at the meeting of the executive board of the Local to be scheduled no later than 10 days after the end of such 30-day period.

## **Section 9. WAIVER OF TRIAL**

If charges as required by Section 3 hereof have been filed, the accused may plead guilty and waive the holding of the trial provided they do so in a written notarized and witnessed statement and have been advised in writing as to the range of penalties that may be imposed upon them by reason of such plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused who pleads guilty to charges shall be deemed to have waived their right on any appeal to raise any question concerning their guilt or innocence and the appeal in that event shall be limited to the question of the appropriateness of the penalty or penalties imposed upon them. No stenographic or tape recording shall be required if a plea of guilty is entered in accordance herewith.

## **Section 9(A). NOTICE**

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

## **Section 10. POSTPONEMENTS**

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

## **Section 11. APPEARANCE FOR TRIAL**

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

## **Section 12. TRIAL BODY**

The Executive Board shall sit as the trial body to hear all evidence upon the charges, and to determine the guilt or innocence of the accused and make recommendations as to the penalty to be imposed if found guilty.

### **Section 13. CHALLENGES**

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

### **Section 14. TRIAL IN OPEN MEETING**

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

### **Section 15. HEARING**

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

### **Section 16. MEMBER COUNSEL**

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

### **Section 17. WITNESSES SWORN**

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

### **Section 18. INTERROGATORIES AND DEPOSITIONS**

If a witness is unable to attend the trial, written interrogatories and cross-interrogatories, on notice to the adverse party, may be allowed upon due application to the trial body; or a written deposition of their testimony may be taken in the form of an affidavit, in which latter case such portions of it as are not denied by the adverse party shall be deemed admitted as evidence.

### **Section 19. TRANSCRIPT**

A written transcript of all testimony adduced at the hearing shall be made, provided, however, that in the event the Local elects to tape record the proceedings, such recording must be fully and accurately transcribed by the Local in typewritten form in the event of an appeal to the International President.

### **Section 20. REPORT FINDINGS**

The Executive Board shall, after hearing all the evidence, render a written report of its findings as to the guilt or innocence of the accused and, if the accused be found guilty, the penalty to be imposed. A copy thereof shall be filed with the Recording Secretary of the local union and a copy shall be served either personally or by certified mail on the accused within five working days. A copy of the transcript of the evidence and proceedings at the hearing shall be available for examination by the accused or their member counsel. If so requested by the accused in writing, a copy thereof shall be furnished to the accused at their

own expense. Immediately upon receipt of the transcript, the local union shall notify the accused in writing of its availability.

## **Section 21. ACTION BY MEMBERSHIP OF A LOCAL UNION**

At the next membership meeting of the local union but in no event sooner than 20 days from the date on which the accused has been notified of the availability of the written transcript or tape recording, the report of the Executive Board shall be submitted to the membership for appropriate action as hereinafter provided. The transcript of the hearing shall not be read except upon motion duly seconded and carried by a majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Section 24 hereof.

## **Section 22. ACQUITTAL OR CONVICTION**

After submission of the report, the accused, if aggrieved by the decision of the Executive Board, shall be afforded an opportunity to speak either in favor of or against such decision. Upon completion of debate, the membership shall proceed to vote upon the findings of the Executive Board as to the guilt or innocence of the accused. If a majority of the members present so vote, the findings of the Executive Board shall be adopted. If the findings are not accepted, the transcript shall be read unless this has been done theretofore, and the question shall be put whether the accused shall be granted a trial by the membership or whether the membership shall proceed to vote upon the guilt of the accused. If a majority of members present vote for the latter procedure, a vote shall be taken on the guilt of the accused, and if two-thirds of the members present shall vote contrary to the findings of the Executive Board, the findings shall stand reversed, otherwise, the findings shall stand upheld.

## **Section 23. IMPOSITION OF PENALTIES**

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

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

## **Section 24. WHERE TRIAL WAS BEFORE MEMBERSHIP**

When the accused is tried before the membership as provided in Section 14, the guilt or innocence of the accused shall be determined by majority vote, and the penalty shall be imposed as prescribed in Section 23.

## **Section 25. SENTENCE REPORTED TO INTERNATIONAL PRESIDENT**

A report of the sentence imposed upon an accused member shall be forwarded by the President of the local union to the International President of this Alliance for filing.

## **Section 26. APPEALS**

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

# **ARTICLE ELEVEN**

## **Appeals**

## **Section 1. RIGHT OF APPEAL**

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

- (1) from the decision of the membership of the Local to the International President of this Alliance;
- (2) from the decision of the International President to the General Executive Board;
- (3) from the ruling of the General Executive Board to the Alliance in convention assembled and the latter body shall be the tribunal of ultimate judgment. However, in the interim rulings of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local must be heard within sixty (60) days of the date the appeal was filed or the member may appeal directly to the International President.

## **Section 2. TIME ALLOWED FOR FILING**

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

## **Section 3. MUST BE IN WRITING**

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

## **Section 4. COPY OF APPEAL**

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

## **Section 5. DECISIONS CONCLUSIVE**

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

## **Section 6. EXHAUSTING INTERNAL REMEDIES**

The members further consent to be disciplined in the manner provided by this Constitution and Bylaws.

## **ARTICLE TWELVE**

### **Permanency**

This Local shall not dissolve itself while there are seven (7) dissenting Members, nor shall this article of the Constitution be subjected to any alteration or amendment whatsoever.

## **ARTICLE THIRTEEN**

### **Altering or Amending the Constitution and Bylaws**

Any proposed alterations or amendments to this Constitution and Bylaws shall be made in written resolution form by no less than fifty (50) members in good standing and shall be presented to the Executive Board for their inspection. Additionally, the Executive Board may, with a two thirds majority, propose its own alteration or amendment.

Upon verification that the proposed alteration of amendment is properly before them, they shall submit it to the President for action by the membership, whereupon it shall have two readings at two consecutive regular meetings where a quorum is present, at the last of which same must receive the favorable vote of at least two-thirds of the members present. No such alteration or amendment shall, however, be effective until it is endorsed by the International President.

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### **RULES OF ORDER - Order of Business**

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

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## **BYLAWS**

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# **BYLAWS OF THE I.A.T.S.E. PRODUCTION SOUND TECHNICIANS, TELEVISION ENGINEERS, VIDEO ASSIST TECHNICIANS and STUDIO PROJECTIONISTS, LOCAL UNION NO. 695**

## **ARTICLE ONE**

### **Publication of Constitution and Bylaw[s]**

Every member shall be provided with an accurate, complete and current edition copy of the International and Local Union No. 695 Constitution and Bylaws[s].

## **ARTICLE TWO**

### **Working Privileges**

## **Section 1. WORKING PRIVILEGES [Working Card]**

"No member of this Local may accept a position without first obtaining a working card. Such working cards shall confer upon the recipients the privilege to work within the territory over which the issuing local union enjoys jurisdiction.

All members of this Local operating under the Local working cards must confine their work directly to that territory over which this Local Union enjoys jurisdiction unless permission to work in the jurisdiction of a sister local union be first secured in writing from the local union enjoying such jurisdiction. Any member violating this provision shall be subject to disciplinary action.

Any member of this Alliance engaging in work in the jurisdiction of any local union other than the local union of which they are a member, shall be subject to the rules and laws of the local union within whose jurisdiction they are employed.

No member of this Local shall be permitted to work outside of the jurisdiction of this local union, for a period of at least two years after their admittance to membership."

## **ARTICLE THREE**

### **Names and Addresses of Members, and Current Phone Numbers**

In order for the Local 695 administration to act in compliance with and perform its business requirements consistent with the "International Constitution and Bylaws," specifically its Article Nineteen Section 28, "Names and Addresses of Members," and meet business obligations required by Federal and State reporting laws, requiring all members to file their current address and phone members with the Local's business office, [working] "Recording-Secretary" [a.k.a. "Corresponding Secretary"] or "Secretary-Treasurer."

Any member, on changing their residence or phone number, shall immediately notify the Local's accounting department.

Any notice sent to the last known recorded address as shown on the official books of this Local shall be deemed legal and sufficient notice.

Failure to abide by this rule, and within thirty [30] days following a change of address shall subject the member to a fine to be determined by the Local's Executive Board of Directors of not more than Five Hundred Dollars [\$500.00].

## **ARTICLE FOUR**

### **IATSE - Working Card, Dues Book and Membership Card [Explanations]**

**Working Card:** The above cited International Constitution and Bylaws, Article Twenty-One, Section 7, "Working Privileges" require all IATSE members to first obtain a "working card" from the members of the Local Union before accepting a work assignment.

**Dues Book:** The International Constitution and Bylaws, Article Twenty-One, Section 11, "Financial Obligations," require the Local Union to provide each member with a "dues book" in which the I.A. Per Capita Tax Stamp is affixed each quarter attesting the member has paid the required quarterly financial obligation.

**Membership Card:** The International Union administration general office issues to its affiliated local unions an official IATSE – "Membership Card", for each member annually. This card is numbered and assigned to each member who has met the Dues and Financial Obligations. This card provides for the name of the member, and spaces to affix per capita stamps for each quarter of the year. This card requires a

member name, the Local, the initiation date of the member and the members assigned working classification.

Every member is required to sign their respective "Membership Card".

Every member is required to have their "Membership Card" in their possession at all times when performing bargaining unit work covered by IATSE labor Agreements.

Every member is required to produce and show their "Membership Card" to any International Union official upon such request.

The official "IATSE Membership Card" shall serve to comprise and satisfy the above cited requirements concerning the "Work Card" and "Dues Book" directions.

A violation of this Article shall subject the member to a fine or other disciplinary action determined by the Local's Executive Board of Directors.

## ARTICLE FIVE

### **Financial Obligations, [Dues and Initiation Fees]**

In order to be in compliance with the International Constitution and Bylaws, its Article Fourteen, Section 1, "Per Capita Tax," and its Article Nineteen, Section 12, "Financial Obligations" and Section 13, "Penalties for Delinquency", and Section 14, "Quarterly Dues," and Article twenty-one, "Privileges and Duties of Membership," Section 11, "Financial Obligations," therefore, in accordance with the "International Constitution and Bylaws" rules and orders, Local 695 administration is lawfully obligated and required to collect from each individual I.A.T.S.E. - Local 695 member. "Quarterly Dues - Financial Obligations" are due on or before the first day of the first month of each fiscal quarter.

The monthly quarters shall begin January 1, April 1, July 1 and October 1, of each year.

Local 695 "Dues - Financial Obligations"; are payable by each member and shall be calculated by the Local and paid by members in accordance with the percentage wage increases negotiated by the I.A.T.S.E. and AMPTP [Producers] "Basic Agreement" represented on the "Studio Minimum Wage Scales" for each of the respective classifications represented by the Local. The current dues amount for each classification are set forth to these Bylaws as attachment A. The initiation fees for each classification are attached to these Bylaws as attachment B.

Local 695 administration is required to collect I.A.T.S.E. - Local 695 "Quarterly Dues - Financial Obligations" over and above but not-less-than the I.A.T.S.E. "Per Capita Tax," and causing the proper official I.A.T.S.E. receipt stamp to be affixed to the official I.A.T.S.E. Membership Card - dues book of the individual member as evidence of such payment.

The Local 695 administration shall be required to purchase at the appropriate rate not less than one "I.A.T.S.E. Per Capita Tax" stamp per quarter for each and every member carried on the Local 695 membership roll.

Any new member taken into membership during a "quarter" shall pay the full per capita tax and Local 695 dues - Financial Obligation for the entire quarter.

Membership "Dues - Financial Obligations" are due and payable in full on or before the first calendar day of the first month of each fiscal quarter whether or not an individual member has received any written notification thereof from the Local 695 administration accounting office.

Any member who fails to pay their "Dues - Financial Obligations" within thirty [30] calendar days from the first day of the first month of each fiscal quarter, shall be required to pay a late payment penalty fee of Five Dollars [\$5.00] per month for each month or any fraction thereof, until such "Dues - Financial Obligation" quarterly payment is paid in full.

Upon reasonable and sufficient facts, a request for the late payment charge fine may be waived by the Business Representative and/or the Local's Executive Board of Directors which decision shall be final and binding.

The lawful requirements set forth under Article Twenty-One, Section 11, "Financial Obligations" of the International Constitution and Bylaws states the following;

"Members of this Alliance shall be obligated to meet the financial obligations properly imposed upon them by their respective local unions.

Members may be suspended or expelled without trial by local unions for nonpayment of dues and other financial obligations. In no event shall a member be expelled unless they have been delinquent for a period of more than six months and unless such member has been given at least 10 days' written notice, by certified mail directed to their home address as last entered in the records of the Local that they will stand expelled unless payment of their arrears are made within such 10-day period."

## **Section 1. INCREASE OF DUES**

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

## **Section 2. REDUCED PER CAPITA TAX FOR "RETIRED MEMBERS"**

Article Fourteen, Section 1A of the International Constitution and Bylaws, adopted at the 65th I.A. Convention [2005] requires;

"The Per Capita tax for a retired member, as herein defined, who is between 65 and 75 years of age shall be in the reduced amount of Four Dollars and Fifty Cents [\$4.50] per quarter. For the purpose of hereof, a retired member is one who is at least 65 years of age, who ceases employment within the jurisdiction of the Alliance, and who, if application is made in their behalf by their local union on a form to be provided for that purpose, shall have been issued a membership card by the General Office bearing the notation "Retired Member" on the face thereof. Retired members shall have voice but no vote at union meetings and are not eligible to hold any office.

Members of the Alliance issued a Social Security total and permanent disability award, and who are less than 65 years of age, shall, upon presentation of satisfactory proof thereof to the General Office, be recognized as retired members under Article Fourteen, Section 1 and 1A of this Constitution."

## **Section 3. MEMBER FINANCIAL OBLIGATION PAYMENT PLAN APPLICATION**

Any member of Local 695 having temporary financial difficulties affecting their respective Dues - Financial Obligation timely required payments may, with good cause, apply for a temporary relief payment plan.

The payment plan applicant shall be required to provide sufficient facts to support their request which is not automatic and subject to Local 695 administration approval.

If the request is approved, the applicant shall be required to execute a "General Contract and Promissory Agreement" form.

It should be clearly understood, no rules and/or laws required under the International Constitution and Bylaws shall be waived. The members' obligations to timely pay the IATSE Per Capita Tax shall not be waived.

It should also be clearly understood such payment plan is extremely limited and only serves for a limited time.

#### **Section 4. GOLD CARDS FOR RETIRED MEMBERS**

Article Fourteen, Section 1B of the I.A. Constitution and Bylaws provide;

"No per capita tax shall be payable for a retired member, as herein defined, who has attained their 75<sup>th</sup> birthday and has held membership in the Alliance for at least 25 years. Such member shall be awarded a special lifetime membership card, permanent in nature and gold in color, which shall not require the affixing of any quarterly stamps."

### **ARTICLE SIX**

#### **Conduct Unbecoming a Member**

In order to be in compliance with the International Constitution and Bylaws, and specifically within the required rules of its Article Sixteen, "Discipline of Members," and Article Eleven of the Local 695 Constitution, "Conduct Unbecoming a Member," shall be understood to mean any member who shall breach their duty as a member or violation of the express provisions of the International Alliance or this Local's union Constitution and Bylaws or by such conduct as is detrimental to the advancement of the purposes which the I.A. and Local 695 pursues, or as would reflect discreditably upon the International Union and/or Local 695, which such "Conduct Unbecoming a Member" allegations and/or charges shall be subject to discipline in the manner set forth in the above cited Article Sixteen of the International Constitution and Bylaws and Article Eleven of Local 695 Constitution, and upon being found guilty thereof after trial, the offending member shall be liable to such penalties as the Local may see fit.

### **ARTICLE SEVEN**

#### **Dishonesty, Drunkenness, Illegal Use of Drugs and Violations of Industry Safeguards**

Any members dismissed from their position for dishonesty, drunkenness, illegal use of drugs and/or violating industry safeguards, after trial or guilty plea, upon being found guilty thereof, shall be fined no less than One Thousand Dollars [\$1,000.00], and/or the determination made by the Local's Executive Board of Directors.

### **ARTICLE EIGHT**

#### **Summons**

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

### **ARTICLE NINE**

#### **Termination of Employment**

All members of Local No. 695 whose employment is terminated for any reason shall immediately report the matter to the Local's business office and to the attention of the Business Representative. Failure to immediately file a report of a termination of employment could interfere with the Union's filing a timely grievance or question such termination of employment.

A violation of this Article shall subject the member to a fine or other disciplinary action determined by the Local's Executive Board of Directors.

## ARTICLE TEN

### **Employment Understandings and Prohibitive Transactions.**

#### **Start Slip, Better Conditions Agreement, Personal Services Contracts and Deal Memo. [Understandings]**

In order to be consistent and comply with the purpose and intent of the "International Constitution and Bylaws" in general to and act in compliance and performance therein; with emphasis to its Article Nineteen, "Powers and Duties of Local Unions;" with emphasis on its Section 15, "Local Contracts," and its Article Twenty-One, "Privileges and Duties of Membership": to insure that the Union's administration has the accurate information necessary to protect the terms, conditions, benefit contributions, and the lawful compliance of the Union[s] Labor Agreements; and compliance with Federal and State Employment Regulations, **all members are required to notify the Local No. 695 business office and immediately report all hiring, layoff and re-hiring.**

**All members shall upon receiving employment immediately notify the Local No. 695 business office either by phone or electronic mail [E-Mail], when hired and provide the following information;**

**[a] The name of the Employer.**

**[b] The name of the production, studio and/or laboratory where employed.**

**[c] The date[s] of employment assignment.**

**[d] The name of the "payroll" company, if used.**

**[e] The date of layoff and re-hire.**

Following the above employment notification procedures shall provide and assist the Local's business office with the essential information in order to determine the legitimacy of the Employer, and to protect the employment rights, health insurance and pension benefits of Local No. 695 members and to monitor employer contract obligations. Such information shall assist the Union administration to enforce compliance and appropriate payment of wages, terms and conditions of the Labor Agreement[s].

A violation of this Article shall be punishable by a penalty fine set uniformly by the Local's Executive Board of Directors. Repeated violations of this Article shall be punishable by fines, suspension and/or expulsion from membership.

### **Prohibitive Transactions**

It shall be a violation of these Bylaws for any member to enter into a prohibited transaction with any Employer to waive and/or change the Employer's contribution obligations and payments to the "Motion Picture Industry Pension and Health Plans," or the IATSE National Benefit Funds, or any IATSE labor agreement requiring the Employer's obligation to make Pension and Health benefit contribution payments.

It shall be a violation of these Bylaws for any member who fails to immediately report to the Local 695 business office any Employer and/or Employer's representative who asks for or requires a waiver of Pension and/or Health benefit payments as a condition of employment.

Any member entering into any agreement to waive the Employer's contribution payments to the above cited Plans or Trust shall be punished, subject to fines, suspension and/or expulsion.

### **Types of Employment Understandings**

The below listed compliance reporting rules will provide the Local's administration the necessary facts in order that Local No. 695 may fulfill its statutory obligations and be able to determine whether or not such employment agreements are legal and will not injure the member. The below rules will also provide facts to determine if such agreements at least conform to the terms and conditions of the IATSE, and Local No. 695 labor agreements, and comply with Federal and State wage and hour employment laws.

[a] "**Start Slip**" is a legitimate form document with blank spaces for insertion of information which the Employer provides to the employee, and is used for accounting and payroll business purposes.

The "**Start Slip**" document should be printed identifying the Employer and should provide sufficient spaces, to allow the employee to accurately provide the information necessary for accounting, and payroll services, and should be limited to and provide the following;

- 1] Employee Name
- 2] Social Security Number
- 3] Address
- 4] City/State and Zip code
- 5] Phone Numbers
- 6] Production Name
- 7] Start Date
- 8] Wage Rate
- 9] Occupational Code No.
- 10] Job Classification/assignment
- 11] IATSE - Local Union
- 12] Contract
- 13] Who to notify in case of an accident
- 14] Signature[s]

The above described "**Start Slip**" is a legitimate document for accounting and payroll business purposes and is required to be completed and signed by the member.

[b] "**Better Condition Agreement**" provides the language necessary to confirm the better conditions and terms of employment than provided in the Union's labor agreement. However, no agreement for better conditions and terms shall in any manner affect the conditions and terms of the Union's labor agreements, if copies are immediately provided to the Local's business office.

[c] "**Personal Services Contracts**" Members may enter into "Personal Service Contracts," wherein the wages and conditions are at least equal to the minimum requirements of the wage rates, terms and conditions of the Union's labor agreements, if copies are immediately provided to the Local's business office.

[d] "**Deal Memo**"

If any Employer and/or Employer representatives, bookkeeper, accountants, or payroll persons order any member to sign the so-called "Deal Memo" as a condition of employment, and refuses to immediately give a member a copy of such "Deal Memo," or should threaten any sort of reprisal if a member refuses to sign the "Deal Memo," such member shall immediately notify the Local's business office and provide this information to the Business Representative or Special Representatives, so the necessary legal steps may be taken to resolve the instant matter.

Any and all illegal employment requirements the Employer demands of any Local members as a condition of employment shall be immediately reported to the Local's Business Representative and/or Special Representatives by affected members.

Any violation of this Article shall subject the member to a fine and/or other disciplinary action determined by the Local's Executive Board of Directors.

## **ARTICLE ELEVEN**

### **Inability to Report for Work Assignment**

Any member of Local No. 695 unable to accept work assignments from the Employer shall notify the Local's business office of such inability to accept work assignments, and the reason, and have their name removed from the Local's "Availability List" while unable to accept work assignments.

A violation of this Article shall subject the member to a fine or other disciplinary action determined by the Local's Executive Board of Directors.

## **ARTICLE TWELVE**

### **Members Doubling Up**

Members desiring to double up or work two [2] shifts on any job or jobs under the jurisdiction of the Local must obtain the consent of the Business Representative or be subject to charges. A violation of the Article shall subject the member to a fine and/or the other disciplinary action.

## **ARTICLE THIRTEEN**

### **Work Assignments**

Members of Local 695 shall not refuse to obey the lawful directions from the Business Representative and/or the Local Executive Board of Directors in any matter pertaining to the acceptance of or conduct while on work assignments. A violation of this Article shall subject the member to fine or other disciplinary action.

In order to be in compliance with Article Twenty-One, "Privileges and Duties of Membership," of the International Constitution and Bylaws, and to protect the members working privileges and duties consistent with this Local's working jurisdiction and charter guarantees, it shall be required that all members to perform work assignments limited to the Local's working jurisdiction.

It is required of all Local 695 members to comply with the I.A. Constitution, specifically with its Article One, Section 2 – "Purpose," and its Article Five, Section 7, "Working Privileges" and these Local 695 Constitution and Bylaws.

It shall be the duty and requirement that all Local 695 members immediately notify the Local's business office upon becoming aware of any persons other than Local 695 members doing IATSE - Local 695 established covered bargaining unit work.

No member of this Local shall agree with the Employer or "Employer representative" to hire persons other than Local 695 members to perform bargaining unit work assigned to this Local's jurisdiction.

Every production audio and video recording and playback workstation, Television Engineers workstation and projection workstation within the jurisdiction of this Local shall be operated and maintained by and with the appropriately classified member of this Local.

Members in good standing may apply for a "Temporary Classification" card required to accept work assignments other than permitted by their current membership card.

Any Member who may not understand the specific rights and/or limitation of their membership card and/or assigned classification must contact the Local's business office and clarify their rights with a Local 695 Representative.

A violation of this section shall subject the offender to a fine of not less than Five Hundred Dollars [\$500.00] and/or other determination made by the Local's Executive Board of Directors.

Any member reporting a violation of these Bylaws and/or the IATSE - Labor Agreement shall be confidential and only used to acquire evidence to protect the IATSE jurisdiction of work.

## **ARTICLE FOURTEEN**

### **Working Classifications**

#### **Section 1. ASSIGNMENTS**

The working Classifications shall be assigned and conform with the IATSE - AMPTP - Local 695 "Basic Agreement" and the "Industry Experience Roster" assignments, and IATSE Labor Agreements involving Local 695 bargaining unit employee members.

#### **Section 2. RE-CLASSIFICATION CHANGE FOR THE PURPOSE OF DETERMINING QUARTERLY DUES**

- (a) Members may re-classify their current classification to any other classification subject to this Local's jurisdiction and be charged a Ten-Dollars [\$10.00] re-classification fee.
- (b) Any member so re-classifying shall pay the full quarter dues for the highest classification held during that quarter.

## **ARTICLE FIFTEEN**

### **Unfair Employer**

Members of Local 695 shall, after having been officially notified by the International Union that an employer or a production has been declared unfair, will not provide services and/or work for said employer, until and upon the International Union's authorization.

Any member who violates this Article shall be subject to a Five-Hundred Dollars [\$500.00] fine and/or other disciplinary action determined by the Local's Executive Board.

## **ARTICLE SIXTEEN**

### **Good Standing**

Any member of Local 695 who has been properly determined to be not in "good standing," and is performing work assignments within the jurisdiction of this Local, and/or falsely representing their standing or registered classification in this Local, shall be subject to a fine of Five-Hundred Dollars [\$500.00] for each offense and/or other disciplinary actions determined by the Local's Executive Board.

## **U.S. Military Active Service**

Any member of the Local who either volunteers to serve or is called upon to serve active duty in the military service of the Armed Forces of the United States government shall be considered a member in Good Standing of this Local and shall have their dues waived until released or discharged from the active service of the military.

## **ARTICLE SEVENTEEN**

### **Loss of Work Privileges**

Any member of Local 695 **who loses their member-in-good-standing-work-assignment privileges** must receive written permission from the Business Representative and/or Local Executive Board of Directors before being allowed to accept any bargaining unit employment privileges for which this Local exercises jurisdiction and, subject to satisfying the required Local's personal financial obligation payment agreement pending.

A violation of this Article shall subject the member to a fine and/or other disciplinary actions as deemed appropriate by the Local's Executive Board of Directors, in keeping with the financial obligation requirements of the I.A. Constitution and Bylaws.

## **ARTICLE EIGHTEEN**

### **Leaving Work Assignment**

Any member who voluntarily resigns and/or quits their work assignment shall immediately, and not later than ten [10] calendar days, notify the Business Representative and/or other special representative employed at the Local's business office. Said member shall provide a full and complete written explanation of the circumstances and/or reasons for resigning and/or quitting their work assignment.

This timely response from same said member is necessary in order that the Local 695 administration can timely determine the appropriate course of action to be taken.

Failure of any member to follow these procedures may jeopardize the Union's ability to pursue the matter.

## **ARTICLE NINETEEN**

### **Safety Clause**

The IATSE, AMPTP and Local 695 agreed and ratified specific safety responsibilities and requirements of the Employer [Producer] and Union members. These "Safety" language requirements are set forth in the "Basic" [Article XXXI] and Paragraph 62 of the "I.A. - Local 695 Agreement," which states in part;

"[a] It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer [herein referred to as the Producer] to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health

standards and all rules, regulations and order pursuant to applicable laws which are applicable to their own actions and conduct; no person [employer or employee] shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including themselves, in such employment or place of employment.

[b] Rigid observance of safety regulations must be adhered to and willful failure to any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to themselves or their fellow employees."

Both the Employer and bargaining unit member employee are required to rigidly observe industry safety regulations.

It is imperative that members work in a safe working environment.

Members are required to report immediately to the Local's business office any unsafe working environment in which they are directed to perform work. Such complaints will be promptly investigated and corrected.

Members who report unsafe working environments subject to the IATSE - Labor Agreements shall be protected from discharge and/or disciplinary action from the Employer.

Any member willfully violating the IATSE - Labor Agreements safety-regulations shall be subject to fine and disciplinary action determined by the Local's Executive Board

## **ARTICLE TWENTY**

### **Disability Waiver Request of Local 695 Dues**

Members who can substantiate they are under a Medical Doctor's care and provide sufficient medical documents certifying a medical disability which would cause such member to be unable to perform their regular and customary work within the jurisdiction of this Local, shall be eligible to request and apply for a "Disability Waiver" of Local 695 Quarterly Dues.

Members who desire to apply for the "Disability Waiver" must make an appointment with the Local's accounting office representative and provide from their Medical Doctor copies of a current accurate statement certifying that member is unable to perform their regular and customary work because of medical disabilities.

This procedure must be followed in order that necessary legal documents and information are prepared for authorization from the Local's Executive Board.

The Local's Executive Board shall be the authority that shall grant or deny the Disability Waiver "Request."

The Disability Waiver, if granted, shall be in effect during the Quarter in which approved. All Disability Waivers shall be limited to and not exceed a total of four [4] Quarters during the entire period of a member's Local membership.

The I.A. Per Capita Tax shall not be subject to this Disability Waiver and shall be timely paid by the member receiving their "Disability Waiver."

Any false or inaccurate submitted medical documents and/or information constituting fraud concerning the "Disability Waiver" shall immediately negate such waiver.

Any member determined to have fraudulently received a Local 695 Disability Waiver shall be required to pay Local 695 the total amount of dues which had been waived, including any legal cost necessary to recover such dues.

## **ARTICLE TWENTY-ONE**

### **Members Of Committees**

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

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### **STANDING RULES**

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1. No business shall be taken up except in the order prescribed, unless on motion, such irregularities shall be sanctioned by a majority of the members present.
2. No motion shall be received or laid before this Union, unless moved by two members, nor open for discussion until stated by the presiding officer. When a question is before the Union no other motions shall be in order, except, first to adjourn; second, to lay on the table; third, the previous question; fourth, to postpone; fifth, to refer; sixth, to amend; which motions shall take precedence in the order in which they are arranged. The first three shall be decided without debate, unless it is proposed to postpone to a definite period, in which case it shall be debatable.
3. Resolutions, amendments to the Constitution and Bylaws and charge against officers and members, must in all cases be presented in writing, otherwise they shall not be considered.
4. The mover of any verbal proposition shall, upon the request of the chair, or two or more members, reduce it to writing.
5. Any member entitled to a vote may move for a division of the question when the sense of the same will admit it.
6. A motion to reconsider any former motion or vote shall only be made and seconded by members who voted in the majority.
7. The reading of any paper is called for and objected to, the question shall be decided by vote.
8. A division of this Union shall be taken on any question, and recorded at the request of five members.
9. When members speak they shall rise and address the presiding officer, confining themselves strictly to the merits of the question under consideration. A member shall not be interrupted while speaking, unless by the presiding officer, who may call to order, or admonish to a closer adherence to the subject, and to avoid all personalities. Nor shall a member be allowed to speak more than twice on the same subject without the permission of the presiding officer. When two or more members rise at once the presiding officer shall decide who shall speak first.
10. On the call of five members for the previous question the President shall put it in this form: "Shall the question be now put?" and until this is decided it shall preclude all amendments to the main question and further debate shall cease.
11. The officer or member presiding in the absence of the President shall, for the time, possess all the powers and privileges vested in the President by the Constitution and Bylaws of this Union.

12. No subject of a religious nature shall at any time be admitted.

13. No person who is not a member shall be allowed at any of the meetings without the consent of this Union.

14. In the absence of a standing rule to apply to questions before the Union, recourse shall be had to Roberts Rules of Order.

15. Questions of order shall be decided by the presiding officer; but in case of an appeal from their decision, the meeting shall determine without debate.

16. Refreshments, other than cold water and soft drinks, shall not be allowed in headquarters of this Union while the meeting is in session.

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## DUES RATES

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### ATTACHMENT "A"

#### DUES RATES effective January 1, 2019

#### Local 695 Bargaining Unit(s) Classifications

<b>Classification</b>	<b>Bracket</b>	<b>Dues</b>	<b>P.C. Tax</b>	<b>Total Dues</b>	<b>Rate Code</b>		
Y-1 thru Y-3	I	242.61	+	60.08	=	302.69	A1/A5/N1
Y-4 thru Y-9, A-2, Projectionist	II	192.27	+	60.08	=	252.35	A2/A6/N2
Y-13	III	140.27	+	60.08	=	200.35	A3/A7/N3
Y-16, Y-16A	IV	101.69	+	60.08	=	161.77	A4/A8/N4

#### ACTIVE RETIREE DUES

V	20.00	+	60.08	=	80.08	H1/H2/H3
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#### RETired MEMBERS - 65+

4.50	=	4.50	R1/R2/R3
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#### RETired MEMBERS - 75+

0.00	=	0.00	G1 & G2
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#### **KTLA Staff Employees**

**Rates are 50% of the above Y-classification dues plus Per Capita tax.**

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## INITIATION FEES\*

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### ATTACHMENT "B"

#### Initiation Fees

##### **All Y-classifications, A-2 and Projectionists \***

The initiation fees for each classification will be 1.5 times the then current highest weekly scale rate of the Local 695-AMPTP Basic Agreement for the classification into which the applicant is being admitted and shall accompany the applicant's written application for membership. (Y-16 and Y-16A will remain \$1,000.)

##### **Broadcast In-House Contracts \***

KTLA Television      \$1,500.00

\*This does not include processing fees.

### ATTACHMENT "C"

**HISTORY:** Local 695 received its I.A.T.S.E. "Charter" and NLRB Certification - September 15, 1930. In accordance with Article Eighteen, "Charters" of the "I.A. Constitution and Bylaws" the working jurisdiction confirmed to Local 695 appears under Article One, Section 3 of this Local's "Constitution."

In addition to the above the IATSE, Local 695 and the "Alliance of Motion Picture and Television Producers," [a.k.a. "Producers" and/or "AMPTP"], have negotiated and agreed to a historical collective bargaining agreement known as the "Producer - IATSE - Basic Agreement" ["Basic"], and which "Basic" includes the "Producer - IATSE - Local 695 Agreement," ["I.A. - Local 695 Agreement"].

The AMPTP and IATSE agreed to specific Local 695 Classifications, memorialized and listed under the "Wage Scales, Hours of Employment and Working Conditions;" set forth under Article 1, "Scope of Agreement" of the "I.A. Local 695 Agreement."

It is imperative that every Local 695 member is properly classified, understands and work within the established Classification listed below;

<b>Classifications</b>		<b>J Journeyman = J Entry Level = E Occupational Code Numbers</b>
1) Production Mixer	Y-1	J - 8105 E - 8171
2) Supervising Engineer	Y-3	J - 8109 E - 8173
3) Operative Supervisor and/or Engineer	Y-4	J - 8111 E - 8174
4) Maintenance Technician	Y-6	J - 8131 E - 8176
5) Service Recorder / TV Engineer / Video Assist	Y-7 (pg. 37)	J - 8141 E - 8178
6) Utility Sound Technician	Y-7a	J - 8144 E - 8180
7) Audio Utility Person / Audio Assist / Chyron Operator	A-2	8199

8) Microphone Boom Operator	Y-8	J - 8151 E - 8181
9) Sound / Video Service Person III	Y-9	J - 8161 E - 8182
10) Sound / Video Service Person II	Y-13	J - 8194 E - 8184
11) Sound / Video Service Person I	Y-16	J - 8185
12) Production Sound / Video Trainee	Y-16a	J - 8192
13) Chief Projectionist (Supervisory)		8159
14) Projectionist Gang Boss (working)		8160
15) Projection Gang Boss (work / supervisor)		8162
16) First Engineer		8163
17) First Process Projectionist		8164
18) Scoring Projectionist		8165
19) Projectionist		8166
20) Process Projectionist		8167
21) Projection Engineer		8168
22) Trainee Projectionist		8169