

NABET-CWA LOCAL 31

BY-LAWS



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Table of Contents

ARTICLE I
Name and Objectives 1

ARTICLE II
Membership 1

ARTICLE III
Local Executive Board and Officers 3

ARTICLE IV
Elections 8

ARTICLE V
Meetings 15

ARTICLE VI
Employer Relationships 20

ARTICLE VII
Finances 21

ARTICLE VIII
General 27

**ARTICLE I
Name and Objectives**

Section 1.10

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

Section 1.20

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

Section 1.30

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

**ARTICLE II
Membership**

Section 2.10

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

Section 2.11

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

Section 2.12

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

Section 2.20

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

Section 2.30

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

Section 2.31

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

Section 2.32

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

Section 2.40

Every member of the Local shall work in accordance with the basic minimum agreement under which they work and any contracts that may apply.

ARTICLE III

Local Executive Board and Officers

Section 3.10

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

Section 3.20

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

Section 3.21

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

Section 3.22

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

If the remaining term of office for a vacant Executive Board Member's seat is greater than six months, a special election shall be held for that seat. If the remaining term of office for a

vacant Executive Board Member's seat is less than six months, the contract unit shall be represented by the Alternate Executive Board Member or, in her/her absence, the Local Vice-President.

Section 3.23

In the event of the incapacity of the Local Vice-President, Local Secretary, Local Treasurer (Local Secretary-Treasurer), or Executive Board Member, or Alternate Executive Board Member, the Executive Board shall determine if a special election shall be held for his/her replacement. In the interim, until a replacement is elected, the Executive Board shall appoint a member to perform his necessary duties of a vacant officer's position.

If the remaining term of office for a vacant Executive Board Member's seat is greater than six months, a special election shall be held for that seat. If the remaining term of office for a vacant Executive Board Member's seat is less than six months, the contract unit shall be represented by the Alternate Executive Board Member or, in her/her absence, the Local Vice-President.

Section 3.24

When an Executive Board Member is absent for regular bimonthly Executive Board meetings for three (3) consecutive meetings, without offering a reason that is accepted as sufficient by the Local Executive Board, the

Local President may declare the office vacated, subject to approval by a majority vote of the Executive Board Members present at such regular meeting and in this event, the provisions in Section 3.22 shall apply.

Section 3.30

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

Section 3.31

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

1. Determine the number of "Executive Board members" within the Local and to revise the same from time to time as it shall see fit;
2. Determine the number of Shop Stewards within the Local and to revise the same from time to time as it shall see fit.
3. Determine the rules and methods for any Special Election of the Local President, Local Vice- President, Local Secretary, Local Treasurer (Local Secretary-Treasurer), Executive Board Members and Alternate Executive Board Members.
4. Determine the methods and rules for the

conduct of business of the Local Executive Board and Local Union when the Local Executive Board is not in actual session.

Section 3.50

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

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

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

Section 3.51

On an approved leave of absence or in the event of a temporary inability to perform duty by a Shop Steward, the Local President may appoint an Interim Shop Steward for that contract group. This appointment will only be

made when there is no elected Alternate Shop Steward for that contract group.

Section 3.60

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

Section 3.70

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

**ARTICLE IV
Elections**

Section 4.10

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

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

question has been raised
7. They shall, in general perform all duties necessary to the conducting of elections.

Section 4.20

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

Section 4.30

The term of office of the elected Local Officers shall be in accordance with the CWA Constitution.

Section 4.31

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

Section 4.32

Each Executive Board member shall canvass each member of his Unit for nominations of candidates before June 1st of each election year. Candidates for the office of President, Vice-President, Secretary, Treasurer (or Secretary/Treasurer), shall be nominated by a petition signed by at least fifty members. Such petition to be valid shall be signed by members-in-good-standing and signed by the candidate indicating acceptance

of the nomination. Such petition shall be filed with the Secretary of Local 31 no later than the first (1st) day of July.

Section 4.33

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

Signed: _____

Section 4.34

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

Section 4.35

The term of office of the President, Vice-President, Secretary, Treasurer (Secretary-Treasurer) shall run concurrently and shall be for a period of three (3) years.

Section 4.36

Newly elected Local Officers shall take office on October 1st of the election year except as may be provided in Section 4.30.

Section 4.40

Executive Board members and Alternate Executive Board members shall be elected from the Contract Unit in which they are deemed a member as determined by the Local Executive Board each January. The Executive Board may also designate freelance/daily hire seat(s). The following guidelines shall apply:

- A. In any contract unit where there are fewer than fifty (50) members in good standing, and the number of freelance/daily hire employees who are members in good standing is a majority of the total number of employees in that unit in the previous fourteen (14) months, a freelance/daily hire member may be elected to the Executive Board to represent that unit. Furthermore, said member must have worked at least 50 days in the previous 14 months in that contract unit prior to his nomination.
- B. In any contract unit that does not fall into Section 4.40A, each elected representative must be a member in good standing and shall have worked a minimum of 130 days in the fourteen (14) months prior to the nomination within that contract unit.

Further, a majority of their work must be within that contract unit.

- C. All Executive Board Members shall maintain a reasonably close association with the represented contract unit as defined above, or must tender their resignation within thirty (30) days.
- D. Every candidate for Executive Board representative must submit a valid, timely filed petition for the office as specified by the Local By-Laws and the Elections Committee.
- E. A candidate for Executive Board representative or Alternate Executive Board representative shall not accept nomination for more than one contract unit on the Board.
- F. Any freelance/daily hire representative must be a member in good standing and shall have worked a minimum of twenty (20) days in the fourteen (14) months prior to the nomination.

Section 4.41

Elections of Executive Board members and Alternate Executive Board members shall be held by secret ballot every three years between March 1st and March 15th, beginning in 2011.

Section 4.42

Executive Board members and Alternate Executive Board members shall hold office for three (3) years beginning April 1 of the year of their election.

Section 4.43

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

Section 4.50

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

Section 4.51

Elections of Shop Stewards shall be held by secret ballot every three (3) years between February 15 and March 30 beginning in 2010.

Section 4.52

Shop Stewards shall hold office for three (3) years beginning April 1 of the year of their election.

Section 4.60

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

Section 4.70

All withdrawals by nominees shall be made in writing.

Section 4.71

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

Section 4.80

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

Section 4.81

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

Section 4.90

All members may vote in an Executive Board Election provided they are members in good standing.

- A. Members hired as full-time staff may vote for a candidate in their respective contract unit, regardless of the number of days worked for that unit.
- B. Daily Hire/Freelance members may vote in an Executive board Election if they meet the same qualifications as a candidate for that contract unit, provided the member only votes for a candidate in one contract unit.
- C. Daily Hire/Freelance members, in addition, may cast one vote for the Daily Hire at-large seat, regardless of the number of days worked in the previous year.

**ARTICLE V
Meetings**

Section 5.10

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

Section 5.11

Each Contract Unit of the Local Union may have at least two (2) meetings a year. These

meetings will be presided over by the Local President, Local Vice- President, or the Unit's Executive Board member(s). A time, date, and place for these meetings shall be determined by the Local President in accordance with the wishes of the Unit's members.

Section 5.12

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

Section 5.13

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

Section 5.30

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

Section 5.31

The President, Vice-President, Secretary, and Treasurer (Secretary-Treasurer) shall be jointly responsible for having at every meeting a copy of the Sector Constitution, and By-

Laws, a copy of the Local By-Laws, a copy of *Robert's Rules of Order*, and a copy or copies of each current contract applicable to the Local.

Section 5.32

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

Section 5.33

The order of business at all Local meetings shall be at the discretion of the Local President. A suggested agenda shall be:

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

Section 5.34

In the absence at any meeting of the President and Vice-President, the Senior Executive Board member present at that meeting shall preside, seniority to be

determined in each case by the Executive Board members present at such meeting. The President pro-tempore is empowered to appoint a Secretary pro-tempore in the absence of the Secretary (or Secretary-Treasurer).

Section 5.40

There shall be six (6) regular meetings of the Executive Board each year to be held on even numbered months at a time and date to be determine by the Local President. In the months where a regularly scheduled meeting will not occur, the President or one half of the Executive Board members can call a meeting to consider urgent matters. Unless a change is made, and notice posted fifteen (15) days in advance, the meetings will be held on the second Monday of the even numbered months. The Treasurer shall be required to present to the members of the Executive Board his/her report each month. In the months where there is no regularly scheduled meeting, the report shall be transmitted to the Executive Board via email or other method designated by the individual member.

Section 5.41

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

Section 5.42

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

Section 5.43

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

Section 5.50

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

Section 5.60

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

given to the membership of such special meetings.

ARTICLE VI Employer Relationships

Section 6.10

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

Section 6.20

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

Section 6.21

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

Section 6.30

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

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

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

ARTICLE VII Finances

Section 7.10

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

Section 7.11

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

Section 7.12

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

Section 7.13

The following options are available to new members for Initiation Fee payment:

An applicant who is employed under a NABET-CWA contract, and has signed the dues and Initiation Fee check-off forms, may pay the Initiation Fee in equal installments from each paycheck over a 24 month period, OR,

May pay their Initiation Fee in full within 90 days from the first day when they either request to join, or 90 days from the date when they are required to join (or pay the equivalent in the form of a service fee), whichever such event occurs earliest, and receive a 25% discount off the full initiation fee on condition that the member signs a dues check-off form, OR,

May pay their Initiation Fee in monthly installments of \$100 per month until the fee is paid in full and provided the member signs a dues check-off form. (Payments must be

made directly to the Local and it will be the member's responsibility to submit proper and correct payment in a timely manner.) The Local will not be responsible for billing of these payments, OR,

Any member who is employed under a NABET-CWA contract or contract combination thereof, may request and, at the discretion of the Local Treasurer, be given relief from the regular method of payment, by contacting the office and by signing an Initiation Fee deduction form for a set amount to be paid by the member and provided the member signs a dues check-off form. The set payment amount will be determined by the Local Treasurer.

Section 7.30

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

Section 7.31

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

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

Networks shall pay minimum Sector dues of \$50.00 per quarter, except if on dues check-off, Section 1 above will apply.

Section 7.32

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

Section 7.33

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

Section 7.34

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

Section 7.35

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

Section 7.40

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

2. The Assistant-to-the-President for each location shall be allowed a stipend determined by the size of the Contract Unit.

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

above 200 \$300.00 each month

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

Section 7.41

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

Section 7.50

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

Section 7.60

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

Section 7.70

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

Section 7.80

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

**ARTICLE VIII
General**

Section 8.10

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

Section 8.11

All changes to the Local By-Laws shall be presented and tabled until the next Executive

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

Section 8.20

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

Notwithstanding the above, the Local President may elect to appoint contract committee members when in his judgement it is in the best interests of the Union. In any event, such action must be approved by a majority of the Executive Board present and voting.

Section 8.21

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

Section 8.30

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

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