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## ARTICLE I

### NAME OF ORGANIZATION, AFFILIATION AND JURISDICTION

#### 1.1 NAME

The organization shall be known as Local 53 of the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, and may be abbreviated as Local 53, NABET-CWA, AFL-CIO. Hereinafter it shall be referred to as the "Local".

#### 1.2 NABET-CWA BY-LAWS

- (a) The "Local" Union is subject to the NABET-CWA By-Laws of NABET-CWA, AFL-CIO, which shall hereinafter be referred to as the "NABET-CWA By-Laws".
- (b) In the event of a conflict between any part of these Local By-Laws and the NABET-CWA By-Laws, such Local By-Laws shall be declared unconstitutional.

#### 1.3 LOCAL AFFILIATION

The Local may be affiliated with the California Labor Federation, AFL-CIO, and the Los Angeles County Federation of Labor, AFL-CIO.

#### 1.4 GEOGRAPHIC JURISDICTION

The jurisdiction of the Local shall include and shall be limited to the following geographical area:

The Counties of Los Angeles, San Bernardino, Orange, Riverside, Kern, Ventura, Santa Barbara and San Luis Obispo in the State of California.

The jurisdiction of the Local shall not include employees of the American Broadcasting Company working within the described geographical area.

#### 1.5 OBJECTIVES AND PRINCIPLES

In addition to the Objectives and Principles set forth in Article I of the NABET-CWA By-Laws, the Objectives and Principles of the Local shall be:

- (a) To promote the health and welfare of Members and their families and to provide facilities for advancing their cultural, educational, social and recreational interests;

- (b) To receive, manage, invest, expend, or otherwise use the funds and properties of the Local Union;
- (c) To provide a death benefit for the Members of this Local by insurance, a death benefit fund or other means, in such amount and subject to such rules, regulations, and procedures as the Local Executive Board may establish;
- (d) To provide a retirement payment for its Members, by insurance, a retirement fund or other means and in such amount and subject to such rules, regulations and procedures as the Local Executive Board may establish.

## **1.6 ROBERT'S RULES**

All meetings shall be held in accordance with Robert's Rules of Order unless two-thirds (2/3) of those eligible to vote at the meeting vote to suspend or modify this procedure.

## **1.7 EFFECTIVE DATE**

These By-Laws dated April 1, 1999, shall supersede any and all previous Local By-Laws and Amendments.

# **ARTICLE II**

## **MEMBERSHIP**

### **2.1 ELIGIBILITY FOR MEMBERSHIP**

Any person employed or qualified for employment in the broadcasting, distributing, telecasting, recording, filming and allied industries, shall be eligible for membership, as provided in this Article.

No person shall be eligible for membership who believes in advocates or teaches the overthrow of the United States Government by force or by any illegal or unconstitutional method.

### **2.2 APPLICATION FOR MEMBERSHIP**

Application for membership in the Local Union shall be made on the form approved by the Sector Executive Council. The application shall be made available by the Local Treasurer's Office. The Treasurer shall present the application together with any other available information, to the Executive Board for approval at the next regular or special meeting of the Executive Board.

### **2.3 APPROVAL OF MEMBERSHIP ACCEPTANCE**

- (a) An applicant for membership shall become a Member when approved at a meeting of the Local Executive Board and upon payment of appropriate initiation fee and dues, as defined in Article VI. The name of each Member accepted by the Local shall be included in the minutes of the meeting and a copy of each approved application for membership shall be forwarded to the Sector Secretary-Treasurer within thirty (30) days.
- (b) An applicant shall, upon acceptance into membership by the Local, be provided with a current copy of each of the following:
  - (i) NABET-CWA By-Laws
  - (ii) Local By-Laws
  - (iii) Applicable Contract
  - (iv) Local Policies
  - (v) Other Pertinent Material
- (c) When appropriate fees and dues requirements have been met, the Treasurer shall send the Member the appropriate membership card.

### **2.4 DUTIES OF MEMBERS**

The duties of Members shall be as defined in Article II, Section 2.4 A of the NABET-CWA By-Laws.

(a) **GOOD STANDING:**

A Member is in "good standing" when the Member has:

- (i) Paid the Initiation Fee or is in the process of such payment in accordance with the Local's By-Laws; and
- (ii) has paid all financial obligations owed to either the Sector or Local Union or is not in arrears more than thirty (30) days in the payment of such obligations; and
- (iii) has not been deprived of good standing (including by suspension or expulsion) as a result of a trial conducted in accordance with Article IX of these By-Laws and Article X of the NABET-CWA By-Laws.

(b) LOSS OF GOOD STANDING:

Loss of good standing occurs when a Member fails to fulfill any of the obligations in (i) and (ii) above; or as a result of a trial conducted in accordance with (iii) above. Good standing shall be reacquired upon fulfillment of the obligation or the completion of the penalty assessed as a result of the trial.

(c) SUSPENSION:

Suspension of membership shall be as defined in Article II, Section 2.4 C of the NABET-CWA By-Laws.

(d) MEMBERSHIP SUSPENSION AND EXPULSION:

(i) A suspended Member shall be held subject to all the laws of NABET-CWA and the Local and any penalty or penalties legally imposed shall be complied with prior to reinstatement. The Local Executive Board shall determine the manner and amount of fines and/or penalties as provided in Section 2.4 C of the NABET-CWA By-Laws.

(ii) A Member who shall have been expelled from NABET-CWA shall not be eligible to again become a Member unless the person applies for membership under the provisions of the NABET-CWA By-Laws, Article II, and Local By-Laws, Article II.

## **2.5 CATEGORIES AND RIGHTS OF MEMBERS**

The rights of Members shall be governed by Article II, Section 2.5 of the NABET-CWA By-Laws.

The classes of membership shall be as follows:

- (a) Active Membership as defined in Section 2.5 A of the NABET-CWA By-Laws.
- (b) Inactive or terminated Membership as defined in Section 2.5 B of the NABET-CWA By-Laws.
- (c) Retired Membership as defined in Section 2.5 C of the NABET-CWA By-Laws.
- (d) Honorary Membership as defined in Section 2.5 D of the NABET-CWA By-Laws.

## **2.6 PROPERTY INTEREST**

Shall be as defined in Section 2.6 of the NABET-CWA By-Laws.



## **2.7 RESIGNATION OF MEMBERSHIP**

Resignation of membership shall be as defined in Section 2.7 of the NABET-CWA By-Laws.

# **ARTICLE III**

## **ADMINISTRATION**

### **3.1 OFFICERS**

- (a) The Officers of the Local shall be the Local President; the Local Vice-President; the Local Secretary; the Local Treasurer and Executive Board Members. They shall be elected by the Local membership as provided in Article VII (Elections) of these By-Laws, and shall be the Local Executive Board.
- (b) All Officers shall be members in good standing in the Local, and must have been in good standing in NABET-CWA continuously for the two (2) years immediately prior to the date of nomination.
- (c) No Officer shall concurrently hold an Office in any other Union in this or an allied industry, nor shall any member hold more than one (1) office within the Local at any one time, except where the offices of Secretary and Treasurer are combined.
- (d) In addition to the powers and duties of Officers specified in these By-Laws, the powers and duties as outlined in Article VIII of the NABET-CWA By-Laws shall also apply.

### **3.2 LOCAL PRESIDENT**

- (a) In accordance with the requirements of Article VIII of the NABET-CWA By-Laws, Section 8.11 (a), the Local President shall be the principal Executive Officer of the Local Union; shall supervise and control the business and affairs of the Local Union; and shall preside at meetings of the Local Union. It shall be the President's duty within the Local Union to provide for the enforcement of the By-Laws of the Sector and the Local Union. The President shall have the power to appoint individuals and committees for the purpose of assisting in carrying out the functions and duties of the Office. The President shall, in general, perform all duties incident to the Office of Local President, including the enforcement of all contracts with employers of members of the Local Union.
- (b) The Office of Local President may be established as a full-time position, subject to the approval of the Local Executive Board. This approval may be withdrawn upon ninety (90) days' notice to the incumbent President, by a two-thirds (2/3) majority vote of the entire Executive Board.

- (c) In the event that the Local President assumes full-time activity, salary shall be established by the Executive Board. If the Local President does not assume full-time activity, then a fee of One Thousand One Hundred Fifty Dollars (\$1,150.00) per month shall be received as unaccountable miscellaneous reimbursement for expenses incurred in connection with the Office.
- (d) To automatically serve as delegate to the annual CWA Convention in years when a NABET-CWA Sector Conference has not been called, provided the Local is entitled to at least one delegate per Article VIII, Section 4 of the CWA Constitution.

### **3.3 LOCAL VICE-PRESIDENT**

- (a) 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 resignation, death, or disqualification of the Local President.
- (b) The Office of Vice-President may be established as a full-time position, subject to the approval of the Local Executive Board, with salary to be determined by the Local Executive Board.
- (c) In the event of a prolonged illness, or the resignation or removal of the Local Vice-President, the Local Executive Board shall proceed in accordance with Article VII (Elections) of these By-Laws. The same procedure shall apply if the Local Vice-President shall succeed to the Presidency.
- (d) If the Local Vice-President succeeds to the Presidency, it shall be to fulfill the unexpired term of the Presidency.
- (e) In the event that the Vice-President does not assume full-time activity, a fee of Eight Hundred Fifty Dollars (\$850.00) per month shall be received as unaccountable miscellaneous expense reimbursement for expenses incurred in connection with the Office.
- (f) To automatically serve as delegate to the annual CWA Convention in years when a NABET-CWA Sector Conference has not been called, provided the Local is entitled to at least two delegates per Article VIII, Section 4 of the CWA Constitution.

### **3.4 LOCAL SECRETARY**

- (a) It shall be the duty of the Local Secretary to conduct the correspondence pertaining to the business of the Local Union, give notice of all general meetings and elections pursuant to the By-Laws of the Local Union, and in general, keep minutes of all meetings of the Local Union as defined in Article VIII, and the Executive Board of the Local Union, copies of all of which shall be promptly sent to the Sector Office and the Regional Vice-President. The Local Secretary shall perform such other duties as the Local President may from time to time direct.

- (b) In the event of the temporary inability of the Local Secretary to function, the Local President shall appoint a temporary Secretary. In the event of a permanent vacancy, the office shall be filled in accordance with Article VII (Elections) of the Local By-Laws.
- (c) The Local Secretary shall, automatically, be designated as Chair of the Election Committee, and shall, with the assistance of the Committee Members, conduct all Local elections.
- (d) The Secretary shall receive Seven Hundred Fifty Dollars (\$750.00) per month as unaccountable miscellaneous expense reimbursement for expenses incurred in connection with the Office, unless a full-time salary is received for a period of two (2) weeks or more during a calendar month.
- (e) To automatically serve as delegate to the annual CWA Convention in years when a NABET-CWA Sector Conference has not been called, provided the Local is entitled to at least three delegates per Article VIII, Section 4 of the CWA Constitution.

### **3.5 LOCAL TREASURER**

- (a) It shall be the duty of the Local Treasurer to keep the official books and records of the Local Union, have charge and custody of, and be responsible for, all funds and securities of the Local Union, receive and give receipts for monies due and payable to the Local Union from any source whatsoever, and deposit all such monies in the name of the Local Union with such banks and trust companies as shall be authorized as depositories by the Local Executive Board. The Local Treasurer shall be responsible for the collection and forwarding to the Sector Office all Sector Dues payable by the Members of the Local Union; and shall in general perform all the functions incident to the Office. The Local Treasurer shall be under adequate surety bond, the cost of which shall be borne by the Local Union.
- (b) The Local Treasurer shall submit a current financial report to the Local Executive Board at each regular monthly meeting of that body. Copies of the Financial Report shall be given to any Member in good standing who shall make written request for same.
- (c) An annual audit of the Local's finances shall be made each October in accordance with the provisions of Article VIII, Section 8.12 of the NABET-CWA By-Laws, for the preceding fiscal year. A like audit shall be made at the end of the Local Treasurer's term of office, if that term should not coincide with the end of the fiscal year. The Local Treasurer shall be empowered to engage the services of a firm of Certified Public Accountants to perform the audit; and shall be authorized to pay such Certified Public Accountants for their services. Copies of such audits shall be submitted to the Local Executive Board at the next regular meeting of that body, following the completion of the audit.

- (d) The Local Treasurer shall prepare and submit in conjunction with the Local President, and forward to the United States Government, Department of Labor, any and all reports required by law, and shall prepare and retain records, as required by Section 206 of Public Law 86-257, 86th Congress.
- (e) The Local Treasurer shall receive Seven Hundred Fifty Dollars (\$750.00) per month as unaccountable miscellaneous expense reimbursement for expenses incurred in connection with the Office, unless a full-time salary is received for a period of two (2) weeks or more during a calendar month.
- (f) The Local Treasurer shall pay to all Officers and Executive Board Members, the stipends stipulated below. Said amounts to be paid by the last day of each calendar month and without further authorization:

PRESIDENT	-	\$1,150.00
VICE-PRESIDENT	-	\$ 850.00
SECRETARY	-	\$ 750.00
TREASURER	-	\$ 750.00
EXECUTIVE BOARD MEMBERS	-	\$ 200.00

No Executive Board member shall receive a stipend for any month in which the member did not attend an Executive Board meeting.

- (g) To automatically serve as delegate to the annual CWA Convention in years when a NABET-CWA Sector Conference has not been called, provided the Local is entitled to at least four delegates per Article VIII, Section 4 of the CWA Constitution.

### **3.6 VACATIONS**

- (a) During the vacation period, the highest ranking Officer, as defined in Article III, Section 3.1 of the Local By-Laws, shall preside at any meeting, membership or Executive Board, regular or special.
- (b) In the event that the President, Vice-President, Secretary and Treasurer are on vacation concurrently, the Local President shall, before departing, appoint a Temporary Chair to act until a regular Officer shall again be available.

## ARTICLE IV

### LOCAL EXECUTIVE BOARD

#### 4.1 ELECTED LOCAL OFFICERS

- (a) The Local Executive Board shall consist of the Local President, Local Vice-President, Local Secretary, Local Treasurer and Executive Board Members elected by the membership of the Employer group they represent.
- (b) The following Employer groups shall have one (1) Executive Board seat for every 250 members in the unit, or fraction thereof:

FOX  
KMEX  
KTTV/KCOP Engineering  
KTTV/KCOP Non-Engineering  
KVEA  
KWHY  
NBC Engineering  
NBC Non-Engineering

- (c) In order to provide for continuing service by an experienced Executive Board, elected members shall be grouped equally, by the Executive Board, into two (2) groups for election purposes.

The first, third, fifth, etc. elected members from the same Employer group, set forth above, shall be in Group 1, along with members from KMEX. The second, fourth, sixth, etc. elected members from the same employer group, set forth above, shall be in Group 2, along with members from KVEA and KWHY.

- (d) A daily hire member will be assigned to the unit where he or she has worked the most days during the previous eligibility period. When no days have been worked, he or she will be assigned under the unit in which he or she joined the Union. Daily hire members in good standing who meet the eligibility requirements shall be eligible to run for the offices of Local President, Local Vice President, Local Secretary, Local Treasurer or Executive Board Member of their Employer Group regardless of the number of days worked within any bargaining unit.
- (e) Additions to the above groups shall be made in numerical rotation, i.e., the next addition shall be to Group II, but deletions shall not result in the assignment of new group positions.

(f) ELECTED LOCAL OFFICERS

To automatically serve as delegate to the annual CWA Convention in years when a NABET-CWA Sector Conference has not been called, provided the Local is entitled to at least five delegates as per Article VIII, Section 4 of the CWA Constitution. Executive Board members shall serve as CWA delegates in numerical rotation, starting with number one pursuant to Local By-Laws, Section 7.8 (b).

In the event that any CWA delegate(s) is unable to serve because of resignation, death, recall and/or prolonged illness, such position(s) shall be filled by Executive Board member delegates in numerical rotation, starting with number one.

In order to allow all Executive Board members the opportunity to serve as CWA delegates, the numerical rotation for delegates shall begin with the next eligible delegate, i.e., Local 53 is entitled to five CWA delegates in 2002; the four top officers and Executive Board member number one will be entitled to attend the CWA Convention. If the Local President and Treasurer are unable to serve, the numerical rotation to fill these vacancies shall start with Executive Board member number two and continue until such vacancies are filled. If Executive Board member number two is unable to serve, Executive Board members number three and four will be entitled to attend the CWA Convention. If there is a CWA Convention in 2003 the numerical rotation for Executive Board delegates shall begin with Executive Board member number five, etc.

#### **4.2 ELIGIBILITY**

- (a) All Executive Board Members shall be Members in good standing in the Local and must have been in good standing in NABET-CWA continuously for the two (2) years immediately prior to the date of nomination. The two (2) year requirement shall be waived for any Executive Board Member representing a new Employer Group joining this Local.
- (b) In the event of a vacancy due to resignation, death, recall or removal of an Executive Board Member, a special election will be necessary to fill the unexpired term, except in a plurality election held under Article VII, Section 7.5 (b). The remaining candidates with the most votes will be declared elected.
- (c) In the event of the suspension of an Executive Board Member by the Sector Executive Council pursuant to Section 5.6N of the NABET-CWA By-Laws, a special election will be held to provide for a provisional Executive Board Member for the period of the suspension.

Such provisional Executive Board Member shall have the full authority of an Executive Board Member, and shall serve in place of the suspended Executive Board Member until the final disposition of the Article X charges that brought about the suspension or until the term of office is concluded, whichever is sooner.

If the final disposition of the Article X charge renders the original Executive Board Member ineligible to continue in office, the provisional Executive Board member shall serve until the term of office is completed.

#### **4.3 POWERS AND DUTIES**

- (a) In accordance with the general grant of powers, including but not limited to the specific authority granted to the Local Executive Board by Article VIII, Section 8.14 of the NABET-CWA By-Laws, the Local Executive Board shall be the legislative, judicial and administrative body of the Local Union. It shall have full authority to govern the Local Union and to conduct its affairs pursuant to the NABET-CWA By-Laws and the By-Laws of the Local Union.

In addition, Executive Board Members, when authorized by the Local President, shall, as individuals, supervise and administer the NABET-CWA affairs of their employer group, including the interpretation and enforcement of collective bargaining agreements under which their group is working.

- (b) The Local Executive Board may hire and retain a Local Business Representative. It shall bargain with such person in concert or by its designee(s), for wages, hours of work, duties and conditions of employment.

#### **4.4 MEETINGS**

- (a) The Local Executive Board shall meet at least once each month, at a time and place chosen by the Board. Such meetings shall be open to members in good standing in the Local, but such visiting Members shall have no voice or vote.
- (b) Minutes shall be taken of all Executive Board Meetings and a copy or copies thereof shall be given or mailed to each Member of the Local Executive Board in the number requested; to the Sector President; the Sector Vice-President; the Sector Secretary-Treasurer; the Regional Vice-President of Region 5; to each Local Shop Steward; and to any Member in good standing of the Local who requests, in writing, that a copy be furnished to said Member.

#### **4.5 EXPENSE ALLOWANCE**

Each Executive Board Member shall receive Two Hundred Dollars \$200.00 per month as unaccountable miscellaneous expense reimbursement for expenses incurred in connection with the Office, unless a full-time salary is received for a period of two (2) weeks or more during a calendar month. No Executive Board Member shall receive the aforesaid allowance for a month in which he/she did not attend an Executive Board meeting.

#### **4.6 ABSENTEEISM**

When an Executive Board Member is absent from regular monthly Executive Board Meetings for three (3) consecutive meetings, without offering an excuse that is accepted as sufficient by the Local Executive Board, the Office shall be declared vacated by the Local President, subject to a majority vote of the Executive Board Members present at such regular meeting.

### **ARTICLE V**

#### **SHOP STEWARDS**

##### **5.1 STEWARD REPRESENTATION**

- (a) There shall be elected from each Employer Group, defined for this purpose only, as Fox, KMEX, KTTV/KCOP, KVEA, KWHY and NBC, an adequate number of Shop Stewards so that the members can be served efficiently. Shop Stewards shall represent all members of their Employer Group. Members are entitled to one Shop Steward for every 15 members, or fraction thereof, of their Employer Group. If the number of Shop Stewards is inadequate for any Employer Group, the Local Executive Board may appoint sufficient Acting Stewards for that Employer Group.
- (b) If a crew is constituted without a Shop Steward, an Executive Board Member shall be empowered to appoint an Acting Steward for such crew effective until the next regular Executive Board meeting.
- (c) In the event of a vacancy, the Executive Board shall be empowered to appoint an Acting Shop Steward to fill such vacancy until the next regular election.

##### **5.2 ELIGIBILITY REQUIREMENTS**

To be eligible for Shop Steward, the candidate must be a Member, or Retiree, of the Employer Group which is to be serviced and be a Member in good standing in the Local for a period of one (1) year immediately preceding the date of nomination. This requirement shall be waived in the case of a new Employer Group joining this Local.

##### **5.3 TERM OF OFFICE AND TRAINING**

- (a) Effective 1998, and thereafter, Shop Stewards shall be elected for a period of three (3) years by the members of their Unit, as provided in Article VII (Elections) of these By-Laws.



- (b) Each Shop Steward shall be provided a Steward Training Course conducted by NABET-CWA with any reasonable expense reimbursed by the Local. Further, each Shop Steward will receive a special NABET-CWA button to wear on duty and must have readily available at all times while on the job, copies of the current applicable contract, NABET-CWA By-Laws and Local 53 By-Laws.
- (c) The Local Executive Board may authorize the holding of regularly scheduled meetings for the Shop Stewards of an Employer Group. When such Shop Steward Meetings are regularly scheduled, any Shop Steward who shall not be present at three (3) consecutive meetings, without providing an adequate excuse for absence, shall be deemed to have abandoned the position as Shop Steward and shall be removed from the rolls of Shop Stewards. Determination as to removal of a Shop Steward under the provisions herein shall be made by the Local Executive Board. The Local Executive Board shall determine the appropriate action to fill this vacancy.

#### **5.4 DUTIES**

The duties of the Shop Steward shall be as follows:

- (a) Shall act as representative of the Employer Group to which he or she is elected.
- (b) Shall be responsible for the enforcement of the By-Laws of NABET-CWA, both Local and Sector, and also for the enforcement of the current Collective Bargaining Agreement. The Steward shall immediately report any violation of these documents to the appropriate Executive Board Member, so that the Union shall have knowledge of the event.
- (c) Shall receive and conduct the preliminary investigation of all complaints and grievances of the Employer Group Members in conformity with the contractual grievance procedures.
- (d) Shall insure that all Members remain in good standing.
- (e) Shall give counsel to constituents on all matters pertaining to employment, working or Union conditions.
- (f) Shall educate constituents in good Union principles and shall be in charge of morale building within the respective group.
- (g) Shall observe and report all unsafe working conditions to the appropriate Executive Board Member.
- (h) Shall attend all Steward, Regular and Special Membership meetings.

## **5.5 SHOP STEWARD COMPENSATION**

The Local Treasurer shall pay to all Shop Stewards a stipend of Fifteen Dollars (\$15.00) per month. Said amount shall be paid by the last day of each quarter.

# **ARTICLE VI**

## **INITIATION FEE, DUES, FINES AND ASSESSMENTS**

### **6.1 INITIATION FEE**

- (a) The Initiation Fee for membership in this Local shall be ten (10) days' base pay.
- (b) All applications for membership shall be submitted to the Union within the limitations of the Union Security provisions of the applicable collective bargaining agreement. The total Initiation Fee must be submitted with all applications.
- (c) Wherever check-off is available, an applicant may request to pay a minimum of ten percent (10%) of their Initiation Fee as a down payment and the remainder by check-off payable at the rate of five percent (5%) of the applicant's total income on each paycheck until the Initiation Fee is completely paid, provided the Local receives all of the following by the date such applicant is required to join NABET-CWA due to a provision of a collective bargaining agreement:
  - 1. A completed and signed membership application.
  - 2. A signed check-off Form for all NABET-CWA employers covering the entire balance of the Initiation Fee and regular Sector Dues. The applicant must remain on check-off for all applicable employers until the Initiation Fee is paid in full or the balance shall become immediately due and payable. If such Initiation Fee is not paid in full through payroll deduction within four years after being accepted into membership, the remaining balance of the Initiation Fee shall be paid to the Local within Thirty (30) days of the billing date and considered in arrears after that period.
  - 3. Payment of ten percent (10%) down on the total Initiation Fee due.
- (d) In computing the daily salary for Freelance and Daily Employees, the base daily salary shall be based on a minimum of eight (8) hours per day and shall not include any contractual benefits and/or wage premiums for Daily employment.
- (e) In accordance with Section 12.1 of the NABET-CWA By-Laws, Local 53 will waive Initiation Fees for all employees who were eligible to vote in the initial election for Union representation by NABET-CWA upon ratification of an initial NABET-CWA contract.

- (f) The Local Treasurer or his/her designee shall submit all applications (with attachments) to the Local Executive Board at their next regular meeting for their consideration.

## **6.2 DUES INCREASE**

The rates of Dues and Initiation Fees shall not be increased and no general or special assessment shall be levied until such action has been ratified by a majority vote by secret ballot of the Members in good standing of the Local Union voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question; or by a majority vote of the Members in good standing, voting in a membership referendum conducted by secret ballot.

## **6.3 SECTOR DUES**

Sector Dues as outlined in Section 12.2 of the NABET-CWA By-Laws shall be one and one-third percent (1.3333%) of total income, which shall include, but shall not be limited to base pay, overtime pay, and penalties. This amount shall be collected by the Local Treasurer and paid to the Sector Secretary-Treasurer of NABET-CWA, except where check-off for Sector Dues is in effect.

## **6.4 LOCAL DUES**

- (a) Local Dues shall be one-quarter of one percent (.25%) of the member's base salary.
- (b) Local Dues for Members shall be based on the Member's base earnings for the annual period of October 1 - September 30 of the preceding year. Dues for Members joining NABET-CWA after the beginning of a fiscal year shall be pro-rated and payable within thirty (30) days.
- (c) In lieu of regular Local Dues, the Local Executive Board may charge every Member a flat fee equal to forty dollars (\$40.00) or have the option to waive Local Dues upon a motion made and approved by a two-thirds majority of the Local Executive Board at least thirty (30) days in advance of the beginning of the fiscal year.

## **6.5 DUES PAYMENT**

- (a) Members shall pay Local Dues in advance for each fiscal year.
- (b) Members on check-off will have Local Dues taken out in the last pay period of the first month of the fiscal year.

- (c) On the first working day after the beginning of the fiscal year, the Local Treasurer shall bill each Member who is not on check-off. Payment shall be due within thirty (30) days of the billing date and considered in arrears after that period.
- (d) If payment is not received within (sixty) 60 days of billing, the Member will be placed in bad standing, and a request for discharge shall be sent to the Member's employer(s), in accordance with applicable collective-bargaining agreements.

## **6.6 INITIATION FEE AND DUES REFUND**

- (a) If a Member is released from employment prior to one hundred and eighty (180) calendar days from and including the date of hiring, as established by the Employer, the Local shall upon written request to the Local Treasurer, within a thirty (30) day period of release, refund all of that portion of the paid Initiation Fee which exceeds the ten percent (10%) initial payment. When a refund is made by the Local Union, the person receiving same will be considered as a Non-Member. In the event of taking out an Inactive Membership, no refund of any part of the Initiation Fee shall be made. The refund provision referred to in this Section shall be a one-time only provision.
- (b) If a Member is released or resigns at any time, refund of paid Local Dues will be made on a pro-rata basis if requested of the Local Treasurer in writing within thirty (30) days.

## **6.7 LATE OR NON-PAYMENT**

- (a) If all or any part of dues, Initiation Fees, special assessments or penalties are not paid by the due date [thirty (30) days from initial billing date], the Member shall be considered in arrears. The Treasurer will notify the delinquent Member by mail when the delinquent Member is five (5) days in arrears. When any delinquent Member is thirty (30) days in arrears, he/she shall be considered "not in good standing" in NABET-CWA and shall be so notified, in writing, by the Local Treasurer with notice to the appropriate employer(s).
  - (i) Members in arrears shall be subject to a Ten Dollar (\$10.00) penalty payment at the tenth day in arrears, and Ten Dollars (\$10.00) for each subsequent thirty (30) day period in arrears until paid in full.
- (b) Checks returned "not sufficient funds" shall be considered as non-payment, and any bank fee will be added to the Member's billing statement. Certified mailing fees will be charged to the Member's account.

## **6.8 MEMBERSHIP SUSPENSION AND EXPULSION**

- (a) A suspended Member shall be held subject to all the laws of NABET-CWA and the Local and any penalty or penalties legally imposed shall be complied with prior to reinstatement. The Local Executive Board shall determine the manner and amount of fines and/or penalties as provided in Section 2.4 C of the NABET-CWA By-Laws.
- (b) A Member who is more than one (1) year in arrears in the payment of dues, assessments and/or Initiation Fees may be subject to expulsion by the Local Executive Board after due notice to the affected member.
- (c) A Member who shall have been expelled from NABET-CWA shall not be eligible to again become a Member unless the person applies for membership under the provisions of the NABET-CWA By-Laws, Article II, and Local By-Laws, Article II. Each such applicant shall, in addition to the Initiation Fee imposed by NABET-CWA, pay a sum equal to all dues, assessments, and/or fines which may have been levied against the applicant from the date of the suspension to the date of acceptance as a new Member; such sum shall include all dues which would have been payable during the period of delinquency, suspension, and/or expulsion, as provided in Section 2.4 C of the NABET-CWA By-Laws.

## **ARTICLE VII**

### **ELECTIONS**

#### **7.1 ELECTION PROCEDURE**

- (a) All elections shall be by secret ballot and shall be conducted by the Election Committee under the direction of the Local Secretary.
- (b) The Secretary, with the assistance of the Election Committee, shall receive nominations; issue, distribute and count ballots; set the issuing date, the due date and the counting date. It is understood that the Local 53 OPEIU staff may assist with the clerical work involved under the general supervision of the Local Secretary and the Election Committee.
- (c) Only Members in good standing shall vote or hold office in the Local. A Member is "not in good standing" if such person is in arrears in dues, initiation fees, assessments, or under suspension. No Member shall simultaneously hold more than one of the following offices: President; Vice-President; Secretary; Treasurer; Executive Board Member or Shop Steward. Should a Member be appointed or elected to more than one Office, the Member shall at once resign, or relinquish, all Offices except one. In the event of election or appointment to a position, which would put a Member in violation of this provision of these By-Laws, the Member shall within twenty-four (24) hours resign, or relinquish, from one of the contradictory positions. Should Members fail or refuse to resign, or relinquish, they

shall be declared to have accepted the later position and to have vacated the earlier. Nothing in this Section shall be construed as preventing a Member from being a candidate for an office while holding another office. Nothing in this Section shall be construed as preventing a member from acting as Chair of a permanent or temporary committee.

## **7.2 ELECTION COMMITTEE**

An Election Committee, consisting of at least three (3) Members in good standing, shall be appointed by the Local President, not later than April 1st of each year, and shall function for a term of one (1) year. In the event any Committee Member cannot be present for ballot counting, the Local Secretary shall appoint a substitute Member for that occasion.

## **7.3 NOMINATING PROCEDURE**

### **(a) Nominations:**

Names to be placed in nomination for Local Offices listed in Article III, Section 3.1, Article IV, Section 4.1, and Article V, Section 5.1, shall be submitted to the Local Secretary by the candidate. The Local Secretary shall establish the closing date for nominations in accordance with the NABET-CWA By-Laws and these Local By-Laws.

In no event shall the closing date for nominating petitions be less than 10 days from the notice of election, excluding Saturdays, Sundays, and Holidays.

### **(b) Notice:**

- (i) On or about June 15th of each election year, the Local Secretary shall prepare a "Notice of Election" for the membership, which shall include the Offices to be filled; the deadline for filing nominating petitions; and the following statement:

"Candidates for any Office wishing to bring their qualifications before the membership may submit a statement consisting of written material only, regarding their ability, desire, and willingness to serve. Such material must be capable of inclusion on a single 8-1/2" x 11" sheet of paper (one sided only) with one inch minimum margins, and must be delivered by the Candidate to the Union Office not later than the close of business on the nominating petition deadline date, excluding Saturdays, Sundays and holidays."

If such material is mailed to the Local Union office, it must be post marked not later than midnight, of the nominating petition deadline date.

This material, if submitted as outlined above, will be included with the ballot. The notice of election referred to above shall be mailed to each member at the last known home address no less than fifteen (15) days prior to the ballot return date.

(ii) Candidate's Private Membership Mailing:

Candidates wishing to mail out additional election material may do so by delivering such material in person to the Union Office not later than five (5) working days after the closing of nominations.

In accordance with Local 53's long-standing policy, no mailing lists will be given to anyone. If a candidate wishes to issue a private mailing to the membership, the following two options will apply:

- A. The candidate may supply the Local with a stuffed and sealed plain envelope with the proper postage. The envelope must have the candidate's return address. The envelope will be addressed and mailed by the Local 53 OPEIU staff. The candidate must pay the Local for the OPEIU staff's time within 30 days of receipt of the bill.
- B. The candidate can supply the Local with the information they want mailed and the Local will Xerox, supply plain white envelopes, stuff the envelopes, stamp, address, and mail out the information. The candidate must pay the Local for the materials (Xerox paper, envelopes, and postage) and the Local 53 OPEIU staff's time within 30 days of receipt of the bill.

All additional election material will be mailed out on the ballot issue date of the specific election.

None of the additional election material or envelopes shall contain any NABET-CWA logo.

(c) Nominating Petitions:

Persons desiring to run for Office will so indicate by filing a properly executed nominating petition for the appropriate Office with the Local Secretary in the following manner:

By mailing the petition to the Local Union Office, in which event it must be postmarked not later than midnight of the deadline date, excluding Saturday, Sunday and Holidays. Nominating petitions must be signed by the applicant; the signature must be witnessed and dated by another member; and the petition shall contain the minimum number of signatures of active Members in good standing.

- (d) Candidates for the Offices of President, Vice-President, Secretary and Treasurer require a minimum of ten (10) signatures of active Members in good standing.

- (e) Candidates for the Offices of Executive Board Member require signatures from ten percent (10%) or ten (10) active Members in good standing from the Functional Group, and/or at large, whichever is less.
- (f) Candidates for the Offices of Shop Stewards require signatures from ten percent (10%) or ten (10) active Members in good standing from the Functional Group, and/or at large, whichever is less.

(g) Federal Requirements:

All persons desiring to compete for Office must turn in a nominating petition. In the event only one person competes for an Office, such person shall be considered elected by acclamation. In the event more than one person runs for Office, only those whose nominating petitions conform to the above rules will have their names placed on the ballot.

- (h) In addition to the above information, the nominating petition shall contain a statement from the Nominee affirming willingness to serve if elected to the position for which such Nominee is a candidate, and a statement that the candidate qualifies under Section 504 of Public Law 86-257, 86th Congress, as to eligibility for office in this Local.

#### 7.4 BALLOTING POCEDURE

(a) General Information:

The names of the candidates shall appear on the ballot in alphabetical order of the last name. The ballot, with an inner and outer envelope, shall be provided to each voting Member of the Local. The voter shall mark the ballot, seal it within the inner envelope, and seal the inner envelope inside the outer envelope. The ballot shall contain information as to the issuing date and due date, the elective office, the number of candidates to be elected and directions as to the manner in which the ballot is to be returned to the Election Committee for counting.

The ballot shall state that the candidate for President, Vice-President, Secretary, Treasurer and Executive Board Member(s) shall also be a delegate to the CWA Convention in years when a NABET-CWA Sector Conference has not been called.

(b) Eligibility:

The Local Secretary shall have an eligibility list prepared and after checking the list with the Local Treasurer, shall make the list available for inspection by any Member in good standing, for a period of five (5) workdays prior to the ballot issue date.

Ballots shall be issued from this list.



(c) Ballot Counting:

Ballots must be counted within five (5) working days following the due date. Before opening any ballots, the Election Committee shall check the eligibility list to ensure that only eligible Members have voted. Any Member in good standing may witness the opening and counting of ballots and inspect the eligibility list. A spoiled or blank ballot shall not be considered a vote cast. A write-in shall be considered as a spoiled ballot.

(d) Election Results:

The Local Secretary shall mail the Local Officers and the candidates the election results within forty-eight (48) hours of the counting time. The Local Secretary shall also notify the General Membership via posted bulletin of the election results within two (2) working days.

(e) Election Challenge:

Any Member may challenge the legality of any election by making a complaint in writing to the Election Committee Chairman, with a copy to the Local Secretary within ten (10) days of the election count. The Election Committee shall act with dispatch upon any such complaint and shall make a complete investigation and report their findings to the Local Secretary and Local President. The Local Executive Board shall review the findings of the Election Committee, and based on those findings, take the necessary appropriate action consistent with the Local By-Laws, Sector By-Laws, CWA Constitution and applicable law.

(f) Ballot Retention:

The Election Committee shall retain all ballots and outer envelopes pertaining thereto (keeping them separated so as to preserve the secrecy of the ballot) for a period of one (1) year after the due date, during which time they may be inspected by any Member. If no complaint has been filed in writing within that time, all ballots and envelopes shall be destroyed. In case a complaint has been filed, all ballots and envelopes shall be held until the Executive Board directs their disposal.

## **7.5 RUN-OFFS**

- (a) If a candidate receives a simple majority of the votes cast on the first ballot, such candidate shall be declared elected. If no candidate has been elected for a particular Office on the first ballot, a second ballot shall be issued. This second ballot shall bear the names of the two candidates polling the two highest numbers of votes on the first ballot. The candidate receiving a simple majority of the votes cast on this ballot shall be declared elected. Should a second ballot result in a tie, a third ballot shall be issued bearing the names of the two candidates. Should this ballot result in a tie, the election shall be determined by "lot" in a manner directed by the Election Committee.

- (b) In an election involving the Executive Board or Stewards running in the same group with more than one (1) opening, the candidates with the most votes for the number of openings will be declared elected.
- (c) A candidate may withdraw at any time prior to the printing of ballots by making such request in writing to the Local Secretary.

## **7.6 NON-SPECIFIC PROCEDURES**

Where specific election procedures have not been provided by these By-Laws, nor the NABET-CWA By-Laws, the Local Executive Board shall instruct the Election Committee as to the manner in which the election shall be conducted.

## **7.7 TIME AND TERM OF OFFICE**

### **(a) Officers and Executive Board:**

- (i) The Officers of this Local, i.e., President, Vice-President, Secretary and Treasurer and the Executive Board Members shall be elected to a three (3) year term of office.
- (ii) For elections for the offices of Local President, Local Vice President, Local Secretary and Local Treasurer taking place in 1999 only, the terms of office will end September 30, 2001.

For Executive Board elections taking place in 1999 only, the terms of office for members in Group I shall end September 30, 2001. The terms of office for Members in Group II shall end September 30, 2000. In employer groups having more than one (1) Executive Board Member, the winning candidate(s) receiving the most votes will be placed in Group I.

### **(b) Shop Stewards:**

Effective in 1998, all Shop Stewards shall be elected as one group for a three (3) year term.

### **(c) Oath of Office:**

Each elected Ranking Officer and Executive Board Member shall take the Oath of Office as soon as possible after being elected to the office.

Each elected Shop Steward may be sworn in at the next regular Stewards Meeting or by an Executive Board Member of the Employer Group involved.

(d) Term of Office:

Each elected Officer shall serve for the specified term of Office and shall continue in Office until a successor has been duly elected and inducted into Office, unless the Office shall be vacated in one of the following ways:

- (i) Death
- (ii) Resignation
- (iii) Recall
- (iv) Removal

In the event that an Office is rendered vacant by any of the above, the procedures as outlined in Article III (Administration); Article IV (Local Executive Board); and Article V (Shop Stewards) shall be followed in filling such vacancy.

- (e) To provide for a smooth transition, the newly elected President may schedule the outgoing President to continue his/her full-time status for up to two (2) weeks without Executive Board approval.

**7.8 TERM OF EXECUTIVE BOARD**

- (a) In order to provide for continuing service by an experienced Executive Board, the elected Members shall be grouped equally, by the Executive Board, into two (2) groups for election purposes.

(b) Executive Board Groups:

- |                              |                          |
|------------------------------|--------------------------|
| 1. Fox                       | 7. KTTV/KCOP Engineering |
| 2. KMEX                      | 8. KVEA                  |
| 3. KTTV/KCOP Non-Engineering | 9. NBC Engineering       |
| 4. NBC Engineering           | 10. NBC Non-Engineering  |
| 5. NBC Engineering           | 11. KWHY                 |
| 6. Fox                       |                          |

- (c) Additions to the above groups shall be made in numerical rotation, i.e., the next addition shall be to Group II, but deletions shall not result in the assignment of new group positions.

**7.9 REFERENDUM BALLOTING PROCEDURE**

- (a) Where required by the NABET-CWA By-Laws and/or applicable Local By-Laws or upon the express determination by the Executive Board that such action shall be appropriate, a question or questions for decisive determination shall be submitted to appropriate membership units involved.

- (b) All such balloting shall be by secret ballot and shall be conducted by the Election Committee under the direction of the Local Secretary.
- (c) The Local Secretary, with the assistance of the Election Committee, shall publish data concerning the specific issue or issues to be decided; issue, distribute and count ballots, set issuing date, due date and counting date.

#### **7.10 BALLOT INFORMATION**

Each issue shall be published on a separate ballot. The ballot shall contain information as to the issue to be decided, due date, counting date, proper marking and such other directions as to proper physical handling of the ballot necessary to expedite the balloting procedure.

#### **7.11 ELIGIBILITY**

The Local Secretary shall have an eligibility list prepared and after checking the list with the Local Treasurer, shall make the list available for inspection by any Member for a period of five (5) workdays prior to the ballot issue date.

Ballots shall be issued from this list.

#### **7.12 ARGUMENTS FOR AND AGAINST**

Any arguments for and against such issue or issues may be included in the ballot information envelope. Such arguments may be in summary form as determined appropriate by the Election Committee and derived from written submissions by interested parties. Such submissions shall not occupy more than one 8-1/2" x 11" sheet of paper (one sided only) with a minimum of one (1) inch margins.

#### **7.13 REFERENDUM RUN-OFF**

An issue shall be decided by receiving a simple majority of votes cast. Should the balloting result in a tie, the issue may then be certified to the Executive Board by the Local Secretary for its decisive determination or other disposition.

#### **7.14 BALLOT COUNTING**

The same procedure required by Local By-Law 7.4 (c) for Election Ballot Counting shall apply to Referendum Ballot Counting.

**7.15 ELECTION RESULTS**

The Local Secretary shall publish, within seven (7) days, to the general membership via posted bulletin, the result of the balloting.

**7.16 ELECTION CHALLENGE**

Election challenges shall be as provided in Section 7.4 (e) of these By-Laws.

**7.17 BALLOT RETENTION**

Shall be as provided in Section 7.4 (f) of these By-Laws.

**7.18 NEGOTIATING COMMITTEES**

Each Collective Bargaining Group shall elect a Negotiating Committee from Members in good standing within their Employer Group.

The Executive Board of Local 53 shall determine the appropriate number of committee members for each Collective Bargaining Group, except for NBC which shall have one negotiator per NABET-CWA By-Laws, Article VII, Section 7.6 F.

The Executive Board of Local 53 shall determine if alternate negotiators are necessary. All alternate negotiators shall be elected by separate ballot. NBC shall have one alternate negotiator.

The Executive Board shall instruct the Election Committee to conduct an election prior to the expiration date of the effected contract by majority vote, except if an election involves more than one opening, the candidate(s) with the most votes for the number of openings will be declared elected.

In the event an elected negotiator is unable to serve because of resignation, death, recall and/or prolonged illness, such position shall be filled by the elected alternate for the remainder of the term of the office. If the alternate is unable to serve because of resignation, death, recall and/or prolonged illness, the Executive Board will determine if a replacement is necessary and instruct the Election Committee to conduct an election, except for NBC where the Election Committee will automatically conduct an election for a replacement. The Local President will appoint a replacement until such time the Election Committee declares a newly elected negotiator or alternate.

Negotiators elected by majority vote shall be recalled in accordance with NABET-CWA By-Laws, Article VIII, Section 8.16. To recall a negotiator, elected by plurality vote, a signed petition by ten percent (10%) of the active membership in good standing within the affected Employer Group must be submitted to the Executive Board. Only a majority vote is necessary to recall a negotiator or alternate elected by plurality vote, provided that no less than thirty percent (30%) of the eligible voting Members cast a valid ballot.

**7.19 SECTOR CONFERENCE DELEGATES**

Election of delegates to the Sector Conference shall be in accordance with Article 4.5 of the Sector By-Laws.

**7.20 CWA CONVENTION DELEGATES**

The Executive Board shall determine the appropriate number of delegates to attend the Annual CWA Convention in years when a NABET-CWA Sector Conference has not been called.

**ARTICLE VIII**

**MEETINGS**

**8.1 GENERAL MEMBERSHIP MEETINGS**

General Membership Meetings of the general membership of the Local shall be held not less than one (1) time in each calendar year, at a time and place to be set by the Local President. The Local Secretary shall notify the membership, by mail, at least seven (7) days prior to the date of a general membership meeting.

**8.2 SPECIAL MEMBERSHIP MEETINGS**

Special Membership Meetings of the membership of the Local may be held upon the call of the Local President or the Local Executive Board, provided that at least forty-eight (48) hours' posted notice shall be given to the membership by the Local Secretary and provided that no business shall be discussed or acted upon at any Special Membership Meeting except such concerning which the membership has received prior notice. The Local President shall call a Special Membership Meeting when requested to do so by a petition signed by at least twenty-five percent (25%) of the Local membership. Such petition shall clearly state the agenda for the meeting.

**8.3 GENERAL AND SPECIAL MEMBERSHIP MEETING PROCEDURE**

- (a) Twenty percent (20%) of the Local Members in good standing present at any General or Special Membership Meeting shall constitute a quorum for the conduct of business. Each such Member shall be entitled to one (1) vote on each motion.
- (b) No written or oral proxy may be exercised at any meeting of the Local Union.
- (c) All motions shall require a simple majority vote of those Members in good standing to pass.

- (d) At the request of at least five (5) voting Members, a show of hands shall be required on any motion and recorded in the minutes.
- (e) All meetings provided for in these By-Laws shall be held in accordance with Roberts Rules of Order unless two-thirds (2/3) of those eligible to vote at the meeting vote to suspend or modify this procedure.

#### **8.4 EXECUTIVE BOARD MEETING**

- (a) Regular Executive Board Meetings shall be held at least once in each calendar month. Special Executive Board Meetings shall be held, as designated by the Local President, or at the request of twenty-five percent (25%) of the Local Executive Board.
- (b) Notice of regular Executive Board Meetings shall be given by the Local Secretary and shall precede the date of each such meeting by at least seven (7) days.
- (c) The order of business shall be determined by the Local President. However, any two (2) Executive Board Members may move that any item be added to the Agenda and placed in any order so moved.
- (d) Each Member of the Executive Board shall be entitled to cast one (1) vote. A majority of the full membership of the Executive Board shall constitute a quorum.
- (e) All matters shall require a simple majority of the quorum of those Board Members present and voting at an Executive Board Meeting except as otherwise referred to in the NABET-CWA By-Laws, these By-Laws, and/or Roberts Rules of Order.
- (f) A quorum of the Executive Board must be present at all times when in session.

#### **8.5 Reserved.**

#### **8.6 ROSTER OF OFFICERS**

A full roster of all Executive Board Members with the term of office and appropriate dates shall be supplied, by the Local Secretary, to all Executive Board Members, and may be supplied to any Active Member in good standing, who shall make a request for such list. The same shall apply to the list of Shop Stewards.

## **ARTICLE IX**

### **DISCIPLINE**

#### **9.1 VIOLATIONS OF NABET-CWA BY-LAWS AND LOCAL BY-LAWS**

Any member who shall violate any provision of the NABET-CWA By-Laws or Local By-Laws shall face trial as provided by the NABET-CWA By-Laws, Article X and the Local By-Laws, Article IX.

#### **9.2 TRIAL BODIES**

It is the intent of this language to render Section 10.6 C of the NABET-CWA By-Laws without force in this Local.

In accordance with Article X, Section 10.1 B and Section 10.6 A of the NABET-CWA By-Laws, the Standing Trial Body will consist of three (3) Members and two (2) Alternates who are not involved in the dispute as either principal or witness. The trial shall commence within sixty (60) days from the establishment of the Trial Body pursuant to Article 10.6 of the NABET-CWA By-Laws. All challenges to Trial Body composition shall be in accordance with Section 10.8 of the NABET-CWA By-Laws, except that replacements, if needed, shall be appointed by the Local President. One (1) such Member shall be designated to Chair the Standing Trial Body.

#### **9.3 SUBMISSION OF CHARGES**

Shall be as set forth in Section 10.3 of the NABET-CWA By-Laws.

#### **9.4 SUBMISSION OF ANSWER**

Shall be as set forth in Section 10.5 of the NABET-CWA By-Laws, except that the choice of Trial Body shall be in accordance with Section 9.2 of the Local By-Laws.

#### **9.5 CONFIDENTIAL MATTERS**

The affairs and business of NABET-CWA and the Local, when so classified shall remain secret at all times, and any Member who informs outside parties, Members under suspension or awaiting hearing on charges preferred, or expelled Members, of the affairs or business of NABET-CWA or the Local shall, if judged guilty, be subject to a fine or other penalty to be determined by the Executive Board. Any subsequent offense may result in expulsion from the Union.



**9.6 EXECUTIVE BOARD ORDERS**

A Member who disregards orders of the Executive Board shall be placed on trial pursuant to Article X of the NABET-CWA By-Laws and these Local By-Laws. If judged guilty, the Member shall be subject to a fine or other penalty as determined by the Trial Body.

**9.7 CONTRACT VIOLATIONS**

A Member who willfully violates any provisions of any Agreement or Contract, now or hereafter entered into, or who directly or indirectly willfully aids an employer in violation of the provisions of existing Agreements or Contracts, shall stand trial pursuant to Article X of the NABET-CWA By-Laws and these Local By-Laws. If judged guilty the Member shall be subject to a fine or other penalty as determined by the Trial Body.

**9.8 MEMBER DISPUTES**

Whenever any complaint, dispute, or disagreement arises between Members, the matter shall immediately be referred by the Members involved to the Shop Steward for adjustment. Should the Shop Steward be unable to resolve the matter, it shall be promptly referred to the appropriate Executive Board Member for action and/or resolution.

**9.9 EMPLOYER PROBLEMS**

If any complaint, dispute, disagreement, or contract violation arises between a Member and an employer, it shall be handled as provided by the Contract involved.

**ARTICLE X**

**COMMITTEES**

**10.1 APPOINTMENTS**

- (a) Both the Local President and the Local Executive Board may appoint individuals for Committees to facilitate the work of the Local within their respective authorities as provided in Article VIII, Section 8.11 (a) and 8.14 (e) of the NABET-CWA By-Laws.
- (b) The Local President shall be an ex-officio Member of all committees.

**10.2 DISSOLVING COMMITTEES**

Either the Local President or the Local Executive Board may discharge any or all committee members at any time.

**10.3 TYPES OF COMMITTEES**

- (a) The following Committees shall be appointed by each newly elected Local President as soon as practical after induction into office:
  - (i) Election.
  - (ii) Finance.
  - (iii) Grievance.
  - (iv) Vacation.
  - (v) Contract Proposal.
  - (vi) By-Laws.
  - (vii) Employee Assistance.
- (b) Until such time as the Local President shall appoint such committees as are noted above, the previous Committee Members shall remain in office.

**10.4 GRIEVANCE COMMITTEE COMPENSATION**

- (a) Duly appointed Members of Grievance Committees shall be compensated as follows:

CHAIR

Less than 50 Members	-	\$100.00 per month
KMEX	-	\$250.00 per month
KVEA	-	\$250.00 per month
KTTV	-	\$250.00 per month
FOX	-	\$250.00 per month
NBC	-	\$250.00 per month

SECRETARY

Less than 50 Members	-	\$ 75.00 per month
KMEX	-	\$150.00 per month
KVEA	-	\$150.00 per month
KTTV	-	\$150.00 per month
FOX	-	\$150.00 per month
NBC	-	\$150.00 per month

<u>MEMBER</u>	-	\$ 50.00 per month
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- (b) The Local Treasurer is herewith authorized to make payment of such compensation by the last day of each month, unless a full-time salary is received for a period of two (2) weeks or more during a calendar month.

## **ARTICLE XI**

### **GRIEVANCE APPEALS SYSTEM**

- 11.1**
- (a) In the normal processing of grievances, the Grievance Committee may decide that a particular grievance does not have merit. In each such case, the Grievor shall be notified, in writing, of the decision by said Grievance Committee. Such notice shall be given not more than five (5) days after such decision has been made.
  - (b) The Griever shall be given a written bill of particulars regarding the reasons for not processing the grievance, and copies of both the bill of particulars and the decision shall be transmitted to the Local President.
  - (c) If the Griever shall decide to appeal the decision of the Grievance Committee, the appeal shall be in writing, to the Local Secretary who shall place the matter on the Agenda of the next regularly scheduled Executive Board Meeting.
  - (d) The Griever shall also be notified of the time and place for such Meeting, as shall the Unit Grievance Committee involved.
  - (e) At such Meeting, both parties to the appeal should be prepared to present and defend their respective positions.
  - (f) The Local Executive Board, having heard the positions of the parties shall recommend to the Local President such action as the Board deems proper.

## **ARTICLE XII**

### **BY-LAW ADOPTION AND AMENDMENT**

- 12.1** By-Laws of the Local Union may be adopted, amended, or rescinded in the following manner:
- (a) The modification shall be instituted by a motion made and approved at a meeting of the Local Executive Board by a two-thirds (2/3) vote of those present and voting.
  - (b) The action of the Local Executive Board shall be recorded in the minutes of such meeting.

- (c) The motion, as approved, shall be again presented at the next regular scheduled Executive Board Meeting, or at a Special Meeting called for said purpose, but in no event shall less than twenty-seven (27) days elapse between such meetings.
- (d) At the second Local Executive Board Meeting, the motion must be approved by two-thirds (2/3) of those present and voting. Such action shall be recorded in the Minutes of such meeting.
- (e) Before any By-Law change can be effectuated, it must have written approval of the Sector President.
- (f) As a condition of ending trusteeship, no Local 53 By-Law or By-Law amendment mandated by the SEC (i.e. 3.1(a), 3.5(f), 4.1(a), 4.1(b), 4.1(d), 4.2(a), 4.2(b), 7.1(c), 7.7(a)) shall be modified in any manner by the Local 53 Executive Board for a period of five (5) years from the last date of the trusteeship, unless such amendment is approved in writing by the Sector President and the SEC.

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APPROVED: James C. Joyce  
SECTOR PRESIDENT

DATE: October 11, 2012