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ABOUT THIS BOOK

This booklet is intended to be an introduction to basic ideas on membership in a studio mechanics local as well as specific information about IATSE Local 492. It is not a comprehensive guide to work rules, ethics, and contracts.

You should gather information from a variety of other resources. One is the mandatory Safety Training program the Local provides. Another is a thorough reading of any contract under which you may be employed. We also produce a weekly email newsletter which is filled with a variety of useful and current information. Perhaps the best resource is experienced members of this and other locals. Each local has somewhat different guidelines for its membership, but they all share a common expectation of professional behavior, safe work practices, and a strong sense of solidarity with your union brothers and sisters in your home local, as well as the IATSE International.

Many members of Local 492 assisted with editing and improving this booklet, but the core information and much of the text was generously provided by the members and officers of IATSE Local 52, the Studio Mechanics Local of New York (and several surrounding states.) Some errors in the text may be due to the translation from a slightly different set of crafts. Additional material and errors were added by Peter Kurland.

All members of Local 492 are encouraged to provide corrections or updated information for future revisions. Special thanks are due to Theresa Morrow, Britt Doyle, Marcia Eden, Kyle Hutson, and Lisa Van Wye for their contributions and suggestions. Thanks also to Natasha Singh from the National Benefits Fund..

The original preface to the Local 52 version follows. Only the Local number has been changed.

‘This book is intended as a guide to not only the breakdown of responsibilities among individual crafts, but also toward emphasizing values integral to maintaining the legacy of which we can all be proud. Professional attitudes, good working relationships and cooperation between departments are hallmarks of Local 492.’



GENERAL INFORMATION

Contact Information

The Office: 310 Homestead Rd., Nashville, TN, 37207
Open weekdays 10-4

Phone: 615-386-3492 Office

Email: iatse492@comcast.net

Web Site: iatse492.com
iatse.net (Website of the International Alliance)

IATSE National Benefits Fund:

Toll-free: 800-456-FUND

Web Site: www.iatsenbf.org

Motion Picture Industry Pension and Health Plan:

Main Office: 818 or 310-769-0007

Website www.mpiphp.org

Your **Union Card** shows that you are a member, you must carry it on you at all times. You can expect to have your card inspected by the Shop Steward and other members. Don't take offense, it is the job of the steward to ensure you are a member and in good standing. Lastly, sign the back of your Card.

Jurisdiction

The International Alliance of Theatrical Stage Employees is the union covering most crafts in the entertainment industry. It is divided both by geographic and craft divisions into locals. Local 492 is a Studio Mechanics local covering virtually all crafts in motion pictures and television except transportation, editorial, camera, hair & makeup, script & production office employees. A general list of covered crafts is in the index of this booklet and is separately specified in each of our contracts.

Our geographical jurisdiction is Tennessee and Northern Mississippi (down to the latitude of the top of Louisiana). We also cover adjoining areas without a Mixed or Studio Mechanics local which includes Eastern Arkansas (halfway from the TN border to Little Rock) and Southern Kentucky (halfway from the TN border to Louisville or Lexington). Jurisdiction defines who services the contract as well as which residents are able to work as nearby hires or locals.

Working Outside Our Jurisdiction: You may be hired to work in an area outside our jurisdiction listed previously. Local 492 is happy to have you do so. However, you have an obligation in the International Constitution to request and be given permission of the Local having jurisdiction where you intend to work. This is done by contacting the Business Agent (BA) of that Local, preferably in writing. All BA names and numbers are listed in the back of each IA Bulletin you receive quarterly as a member. This requirement applies even if the job you are offered is not under union contract. Sometimes people are hired from out of an area specifically to interfere with that Local's ability to organize a job. Often you may be given permission to come work on such a job if you agree to support that organizing effort. Failure to request permission can result in an International order for you to leave that jurisdiction as well as potential fines. When working under contract in another jurisdiction, you are obligated to pay work assessments to that local and to follow their work rules as well as any distant hire provisions in the contract. Failure to pay assessments will result in the distant local filing charges against you at Local 492.

Dues

Members in Good Standing: An individual is considered a member in good standing when they have met their financial obligation to the union. This includes their quarterly dues payment and their work assessments.

Dues:

\$80 per quarter, **\$320** per year for **2021**

Do yourself a favor, pay it all at once if you can, and don't forget to save money for it, just as you would your other bills. **If you fall 2 quarters behind you are subject to automatic expulsion!!** Almost all of the quarterly dues income goes to the IATSE International and other labor organizations of which you become a member, such as the AFL-CIO.

3 1/2% Assessments: A percentage of gross salary which is used to operate Local 492. Your annual dues go to the IA International offices, the AFL-CIO, and other organizations. Local 492 uses the 3.5% assessments to pay rent, pay for office operations, provide representation, and attend contract negotiations. Without this income, the Local cannot exist. Be sure to fill out a new dues assessment form on every job. If it is not provided by the company, you can download one from the FORMS area of our website.

Job Reporting

Availability List: When available for work, you should call the office to put your name on the availability list. You may do this during office hours by speaking to the office manager or after hours or weekends by following the voice mail instructions. Always state your **name** and **department** clearly. When you get called for a job, please be sure to remove your name from the list, even if the job is just for one day. The procedure to remove your name is the same as to add your name, and *feel free to add or remove your name at will*. We much prefer the additional effort as opposed to trying to reach people for work only to find that they are not available.

Reporting your jobs to the office: You are *required* to inform the office when called for work. You should call as soon as possible, preferably before you start. There are several reasons for this. (1) We must be sure that the company is under contract. The Fund office cannot accept your Pension and Health contributions unless a contract is in place. This is Federal Law. You run the risk of losing health and pension benefits by working for companies who have not signed contracts. (2) We need to be able to reach you in an emergency. (3) If the company is not under contract, we need the opportunity to contact them to arrange for contractual wages and benefits.

Organizing

Sometimes when a production comes to our jurisdiction, they do not notify us. Often they are signatory to an agreement and we contact them to assure they are properly set up to meet our paperwork requirements. All that is needed is a phone call.

On rare occasions, a production will be of a sufficient size that they may appear to undermine our signatory companies and fail to provide standard industry rates and conditions. In these cases, we require our members to stand with us to bring the production to the bargaining table. This is often a quick and easy path to a contract. When we show solidarity, they will respect that. This is done with the use of an “Authorization for Representation” card similar to what was in the membership application packet. Often these are done electronically. You may be asked to complete one which is very short as you’ve seen.

On very rare occasion, we may need to ask the crew to physically stand with us to urge the production to the table. We require your support when this happens.

Whether a phone call, a card collection, or a job action, we are very successful in convincing companies to honor our agreements when we have your support.

Benefits

It is a fairly safe assumption that one of the main reasons you joined the union is to secure medical and retirement benefits for yourself and your family. As stated above, the production companies or payroll companies for whom you work make contributions contractually on your behalf to the various benefit funds of the IATSE National Benefit Funds (NBF).

Days worked in covered employment are the basis for qualifying for medical benefits and pension benefit accrual. Keep careful track of all hours and days worked.

Health and retirement contributions are forwarded to the IATSE National Benefit Plan. Call 800-456-FUND for information on the IATSE National Plan or visit their website at www.iatsenbf.org.

Our health insurance has no exclusion for pre-existing conditions.

Health Insurance: Our contracts require payments to be made to the IATSE National Benefit Funds (NBF) for each day you are employed. This amount varies by contract. In the Area Standards Agreement, for example, in late 2019, the daily amount was \$91 per person. Check your contract for the current amount. This daily contribution is placed into your individual CAPP (Contributions Available for Premium Payments) account. Contributions are credited based on the date they are received by the Fund (as opposed to dates worked). There is an administrative fee of \$150.00 for all new enrollees. This is a one-time charge. If you lose your coverage with the NBF and become qualified again for coverage at a later point in time, there is another \$ 150.00 administrative fee that will be charged for the re-qualification.

The funds in your CAPP account can be used to pay the premiums for your health coverage offered by the IATSE National Health & Welfare Fund. In addition to employer contributions, once qualified, a participant in the Plan may self-pay to reach the needed premium amounts, subject to the limitations listed below.

You will have the opportunity to enroll in coverage with the NBF when your CAPP account is sufficiently funded to cover the cost of the \$150.00 admin fee and 1 month of C2 Single. The NBF will mail you an Enrollment Form and you will have the opportunity to enroll in the

coverage of your choice and submit a co-payment, if applicable. This Enrollment Form is sent to your address on file with the NBF, which is submitted by the payroll company with your contributions. When you joined, your packet will have included a ‘census card’ so the NBF can contact you. Keep a very careful lookout for mailings from the NBF as your choice of coverage, or the MRP, can only be made during the enrollment windows. If you have moved, or never submitted your information, contact the NBF to update your address. The Local 492 office can not submit address changes on your behalf.

If your CAPP balance is sufficient to cover the quarterly cost of C2 single and no response is received to the enrollment form, you will be automatically enrolled in the C2 Single Plan. In order to prevent auto-enrollment and potential loss of funds, you **MUST** respond to the enrollment forms and make an alternate selection.

If your CAPP balance is below the quarterly cost of C2 single, you will be sent another enrollment form once your CAPP account balance reaches the full quarterly cost of C2 Single. This time, if you do not enroll in any coverage options, you will be automatically enrolled in the C2 Single Plan. Again, in order to prevent auto-enrollment and potential loss of funds, you **MUST** respond to the enrollment forms and make an alternate selection.

Following is a simplified chart of the basic coverage choices. You may also download a Summary Plan Description for Health Plan C (SPD-C) on the NBF website, which can give you much more detailed and accurate information. Besides the plans listed, there is also a high-end plan called C-1. If you wish to enroll in a family plan, you must submit a copy of your marriage certificate and/or dependent’s birth certificate(s). Dependents can be covered until 12/31 in the year they turn 26. If you would like to add your domestic partner, please contact NBF. If your spouse or partner is also a NBF participant, CAPP accounts may be combined upon request.

Should you prove to the NBF that you are covered under another bona fide PPACA compliant health coverage plan from some other source; you can enroll in the Medical Reimbursement Plan. When enrolled in this Plan, funds in your CAPP account can be used for reimbursements of claims for “qualified medical expenses” as detailed in the SPD-C on pages 29-30. These include expenses for premiums

(with limitations), co-payments and medications less a small percentage. Proof that you are still covered by this other insurance is required annually and must be submitted during the Open Enrollment period beginning November 15 and ending December 15 (if either falls on a weekend or holiday, the next business day). An annual \$150 administrative fee (separate from the \$150 enrollment fee required for initial eligibility) is deducted from anyone enrolled in MRP during any point in the year.

Enrollment forms (for new enrollees) and Quarterly Statements (for current enrollees) are sent to your address during a four week period ending two weeks before the beginning of the next coverage quarter.

Mailings are sent out on or around the following dates:

February 15, May 15, August 15 and November 15
(Open Enrollment begins November 15th.)

And these respective mailings must be returned on or around the following dates:

March 15, June 15, September 15 and December 15
(Open Enrollment ends December 15th.)

And their respective coverage periods begins:

April 1, July 1, October 1 and January 1

Self-payments must be received by the NBF by the 15th of the month before the start of the quarter. Do not miss this deadline or you will have to re-qualify. In addition, once enrolled, eligibility for self-pay ends if your CAPP account balance is zero and employer contributions received within the past 24 months are less than the quarterly cost of C2 single.

You can contact IATSE National Benefit Funds at 1-800-456-3863 or via e-mail at participantservicescenter@iatsenbf.org. You can also go to their website, www.iatsenbf.org to obtain plan documents, claim forms and your work history. Required documents may also be submitted on the website and quarterly premium payments may be paid online.

For a comparison of the available plans, premium costs for each, and coverage terms and limits, please visit the IA National Benefits website at www.iatsenbf.org.

Please note the actual Plan document of the Fund is what guides the benefits and this summary has not been written by or endorsed by the Fund.

Date Contribution Received	Date CAPP Statements Mailed	Deadline for Self-payments and Changes	Coverage Quarter
Aug. 1 - Oct. 31	mid-November	December 15*	Jan. 1 - Mar. 31
Nov. 1 - Jan 31	mid-February	March 15	Apr. 1 - Jun. 30
Feb. 1 - Apr. 30	mid-May	June 15	Jul. 1 - Sep. 30
May 1 - Jul. 31	mid-August	September 15	Oct. 1 - Dec. 31

*Open Enrollment Period is November 15-December 15.

Chance to Upgrade and Due Date for Annual Proof of Other Coverage.

Pension and Retirement: Similarly there are Pension and Retirement Funds for which employer daily contributions are made. Detailed information on these funds, and how you may direct them, is available through the NBF. Daily contribution amounts are listed in the various contracts.

Summary

In order to qualify for Plan C coverage, a participant would need the following in employer contributions:

- \$150.00 administrative fee PLUS:
- EITHER one month of C2 single if they have never been enrolled previously
- OR one month of C3 single if they were previously terminated

Upon reaching the applicable threshold based on the dates in the chart, an enrollment form is sent for an effective date for the 1st of the next quarter. A participant is given all options including MRP. If there are insufficient funds in their CAPP account, they can self pay the difference for that quarter.

If no response is received to the enrollment form, the following would occur based on the CAPP balance:

CAPP balance is below the quarterly cost of C2 single: coverage would be waived and they will not have another opportunity to enroll until their CAPP is sufficient to cover the quarterly cost of C2 single at which point an enrollment form would be sent for the beginning of the next quarter.

CAPP balance is above the quarterly cost of C2 single: default to C2 single coverage

Once enrolled, a participant will begin to receive quarterly statements. The quarterly statements for 4/1, 7/1, & 10/1 will provide the opportunity to downgrade their coverage or enroll in the Medical Reimbursement Program (MRP). Their 1/1 quarterly statement (open enrollment) will provide the opportunity to upgrade, downgrade, or enroll in MRP. In addition for 1/1, for those who wish to remain in MRP for the following year, they would need to submit proof of other coverage and certify it is PPACA compliant. Prior to the 1/1 quarterly statements being sent, an annual administrative fee of \$150 is deducted from the CAPP account of any participant that was enrolled in MRP during any point in the year.

Contracts

All union employment is governed by ‘collective bargaining agreements’ (contracts). You should be familiar with the contract under which you are working. Check with the shop steward or call the Local 492 office to specify which contract applies. Do not assume it is the same as on any other show. Many projects are done under special agreements. Some standard agreements also contain special rates for low budget projects or, as in the ASA, for pilots or the first season of a television series.

The rates and conditions in the contract are minimums. You are free to negotiate higher rates or better working conditions for yourself. You cannot accept less than the contractual minimums.

In some contracts, some positions are listed as Subject To Negotiation (STN) . In some low budget agreements or in the low budget category of commercials, all rates are STN. In this case you will negotiate your own rate. All rates must be above minimum wage, particularly when overtime is calculated back to a base rate. Generally, Department Head rates, when STN, should be above other positions within that department. Working conditions, such as overtime, meal periods and turnaround, are still as per contract for all positions.

No ‘flat’ rates are permitted. Instead, a guaranteed number of hours may be negotiated, but that must contain any applicable overtime under the agreement. Any work in excess of the guarantee must be paid at the prevailing rate.

You must be paid for all hours worked. This includes requests to come in at times outside of the crew call, work done during meal periods, or days off. If you are needed and called, you are on the clock.

No employee has the authority to waive any portion of the contract.

The following is a brief description of the principal contracts under which you will be working:

The Area Standards Agreement (ASA) (Feature and Television): There are currently hundreds of companies signed to the ASA. Most major studio theatrical motion pictures and television shows are covered by the ASA.

One-Off Area Standards Agreement: Same as ASA but with special, often better, working conditions and rates. This agreement is typically for new companies.

National Commercial Agreement (NCA) (AICP: Association of Independent Commercial Producers): Covers most commercials.

National Commercial Agreement (NCA) (Non-AICP): Covers signatory commercials by non-AICP member companies.

Term Low Budget Agreement (LBA): Designed to address low budget films, wage scales depend on the budget. Generally good conditions, but lower wages.

One-Off Low Budget: Same as LBA but with special, often better, working conditions and rates. This agreement is typically for new companies.

Music Video Agreement (MVA): Music Videos

Membership Information

Executive Board: The Executive Board (8 members) consists of the President, Vice President, Secretary/Treasurer, Business Representative, a representative from each of the three grand divisions of Tennessee, and an At-Large Representative. All officers serve for a three-year term. The E-Board meets bi-monthly.

Union Meetings: Union meetings are normally held at the union office in the following months: February, May, September, and November. Meetings are held in East Tennessee in March and June. Meetings are held in West Tennessee or Mississippi in January, April, July and October. You must be in good standing to attend a meeting (i.e., be in possession of at least the per capita stamp for the quarter previous to the present). Teleconferencing may be implemented so all areas can meet at once.

Seminars: All members in *good standing* are welcome.

Safety and Harassment Prevention Training: Local 492 participates in the IATSE Training Trust Fund Safety Training and Harassment Prevention Program which grants a certificate plus an additional indication on our rosters sent to employers. This training is a requirement for membership and most employment. It's taught in free online classes that are also used in the West Coast Safety Pass program and can be interchangeably credited.

Leaving Local 492: You may wish to leave the Local if, for instance, you move to a different part of the country or you leave the industry. There are several good ways to do this, and one bad one. Of course the bad one is expulsion. The better ways are transfer or withdrawal.

Expulsion: You will be expelled from the union for non-payment of dues or work assessments. This expulsion will also apply to the IATSE International and will prevent you from joining another local. We send notices with your quarterly statement as well as a registered letter before this happens. (This is another reason to keep your address current.) Expulsion happens after two consecutive quarters of not being in good standing. If you are expelled, you can rejoin by paying your outstanding obligations including any intervening quarters

between expulsion and rejoining. There is a reinstatement fee and you must receive a unanimous vote for reinstatement by the Executive Board.

Transfer: You may wish to relocate and join a different local of the IA. If so, Local 492 can issue a transfer card only to members in good standing. This card MAY be accepted at a different local and frequently they will charge a transfer fee. Check with them first to see what policy applies. Local 492 will need a written request from you to start the transfer process.

Honorable Withdrawal: You may leave the industry and no longer wish to pay dues. If you are in good standing, you may withdraw from the Local (and the IATSE) upon request. Members taking an honorable withdrawal may rejoin at any time by paying the quarterly stamps that have accrued since withdrawal. If honorary withdrawal is taken, the maximum number of stamps to be repaid is eight.

***Filing for Unemployment Benefits:** Remember, Local 492 is **not** your employer of record. Do not list Local 492 as your employer for unemployment insurance benefit purposes! When filing for unemployment benefits, list the employer for whom you last worked (usually the employer of record is the payroll company).

Workers Compensation: Do not list 492 when applying when filing for Worker's Compensation (if you are injured on the job.) Your employer of record is either the production company or payroll company. FYI, *Workers Comp has strict requirements*. Report all injuries, no matter how minor. Remember to make and keep copies of all accident/injury reports, doctors visits, etc. for your files. Please notify the Union if you get injured for any reason. When there is a 492 first aid department present on your job, be sure to have them fill out an injury report and make sure it gets filed with the production and their insurer. In most cases, reports must be filed within 24 hours. Workers' Compensation can pay your medical bills for work-related injury or illness. It can also pay additionally if you miss more than seven days of work.

Don't be late! (EVER!) Most of the work gets done at the beginning and end of the day.

Bring your tools every day unless told otherwise.

Autographs: A no-no. Celebrities expect to be bothered by the public, but not by you.

Social Media: Don't post pictures or stories from set without producer approval.

Remember: You are only as good as your last job.

Don't be afraid to call the union office if you have questions, or use the e-mail iatse492@comcast.net if you like.

BASIC CODE OF CONDUCT

These basic rules and regulations are the expected manner of conduct for all members:

- You must report your job to the Union Office.
- Each member shall notify the Union Office and/or the Business Manager immediately of any contact received for work from a non-signatory employer. When in doubt please call the Union.
- Make every effort to attend all meetings and union functions.
- Please pay dues promptly and report your earnings to the Union Office.
- Take an active part in Union activities – remember, your Union is only as good as you make it. Don't complain and leave the work to someone else.
- Show loyalty to your Union and abide by official decisions and rulings – they are made in your best interest.
- Be sure to identify the Steward representing you on every job. If you cannot find one, contact the office for assistance. If one has not been chosen, either elect one or have the Union Office appoint one. Abide by their decisions and back them with your support. It can be a difficult job.
- If you elect a Steward from among yourselves, choose someone who knows the Working Rules. Stewards who are in doubt as to an interpretation should call the Union Office for the proper information.
- Protect yourself! Know your contracts, work rules and Constitution and By laws. Copies are available on the web, or the Union will send them in the mail if requested.

- Take advantage of Local 492 training programs when they are offered. They are provided at the time and expense of others who want to help you advance in your knowledge and skills. If you are qualified to help with the educational program in any way, please volunteer to do so. Remember, what is being done in education is a vital part of this union.
- If you have a complaint about the Union, there is a right way to handle it. Do not gripe about it to your friends – report it to the Business Representative, the President, or your Head of Department. If it is a serious charge, put it in writing and keep a copy for your own records.
- You should recognize the rights of other unions, and not infringe on their jurisdiction, *nor allow them to infringe on ours*. Please call the Local 492 office immediately if problems arise.
- You must work for at least the daily scale rate for your classification and you must abide by the Working Rules.
- Do not sign private agreements, contracts or deal memos with producers.
- Do not make deals concerning pay, working hours, meal penalties, travel time, lay-over pay, overtime, etc. that offer less than what is in the contract. Please contact the Union if requested to do so. You are welcome to negotiate for better rates and conditions.
- On the job, it is the Steward’s job to interpret the contract to the employer in cooperation with the Business Agent. If you disagree with the Steward’s interpretation, call the Union Office.
- Personal equipment rentals are not included in your daily pay. If you rent equipment, you must bill the producer separately for it. Do not include it with your wages.
- The Union assumes no responsibility for equipment rentals and will not get involved in any disputes that may arise between you and the producer over same.

- On the job, the Head of Department of each category should determine the crew size for his department.
- A professional attitude must be maintained at all times on the set. Do not criticize fellow members as to their working ability, manners or habits in front of other people (especially producers, producers' employees, clients, or outsiders).
- Don't talk in a loud manner. Conduct your business quietly and with dignity.
- Don't discuss problems in front of the producer, the cast or outsiders. If you have a serious problem, call the persons involved to the side and discuss it quietly.
- Don't socialize with the producer, the cast or the clients. You are on the job to work, not to be the set comedian or drinking buddy.
- Do not break the normal chain of command. Normally, the Director of Photography is the set boss, followed by the Department Heads.
- Don't try to tell other people how to do their jobs. If you have a good, constructive idea, present it to your Department Head.
- Every member of the crew is responsible for the tools and equipment he is using. Just because equipment may be rented, it doesn't mean that you have no responsibility to protect it and use it carefully.
- On each job, every member has a responsibility to the Union, the producer, and to the film. You should work for the benefit of each of these entities.
- It is your obligation to secure employment for Brother and Sister members in preference to all others.
- Members are required to report to work on time and in a condition to work. Anyone under the influence of alcohol or illegal substances risks termination and possible fines.
- All members shall report to work with their normal hand tools.

- Members who cannot report for work because of illness or other personal emergencies are obligated to call the producer sufficiently in advance so that a replacement can be found in time for the job call.
- It is considered unprofessional to accept work and then cancel out if a better or more interesting job becomes available.
- No Local 492 member should offer a job to non-union personnel, or to a member who is not in good standing with the Union. Call the office or Business Agent for alternate individuals. If there is someone with whom you wish to work, ask them to join and be in good standing.
- Subcontracting is expressly prohibited.
- Keep a log of all hours worked as well as travel time and mileage if outside the contract zone.
- Do not work on elevated lifts or platforms without the required operating certificate.
- Excepting for extreme emergency, no member may leave a work assignment before its completion without prior permission of the producer, the steward or the Union Office.
- Members will not cross a picket line of any Union without permission from the Local 492 office.
- Members will walk a picket line if requested to do so by the Union Office. This is the strongest weapon we have as a Local and every member is required to participate.
- Each member shall notify the Shop Steward, Business Manager, and/or Union Office of any violation of the contracts or working rules by an employer or another member as soon as such violation comes to his attention. The source of such information shall be kept in strict confidence.
- Remember the Oath you are about to take – “Secure employment for your union Brother and Sisters before all others”.

OATH

“I do hereby pledge my word and honor to abide by the Constitution and By Laws of Local 492 and of the IATSE, and to abide by the will of the majority. I further pledge myself to keep confidential the work of this Union, to attend meetings regularly, insofar as circumstances will permit, and to do all in my power to secure employment for brother and sister members of this Union in preference to all others. I shall willingly submit to such discipline as may be visited upon me for violation of this pledge.”

GENERAL RULES

1. Under no circumstances can any crewmember waive contractual provisions. That is the appropriate response should you be asked to do so. If asked again, refer the individual to the Local office.
2. Professional attitudes, good working relationships and cooperation between departments should be hallmarks of Local 492. In maintaining these, care must be taken to abide by the conditions of the Oath of Obligation.
3. When working with members of other Local unions, it is important to respect their jurisdiction while maintaining and protecting our own. Please contact Local 492 immediately.
4. On the job use of alcohol or any controlled substance is forbidden.
5. No member is to sign or initial a deal memo unless it is a version approved by the Local. At this writing, no such document exists. Members are advised to use the phrase “As per Local 492” in place of a signature or to contact Local 492.
6. When a member originally employed in a lesser position is assigned to operate in a higher category , his/her salary should be adjusted accordingly.
7. Manpower requirements shall be determined by the producer and the department head.
8. Outside contracting is forbidden without consent of the Union.
9. Time cards are to be filled out by department heads or an assigned member of the department. It is advised that copies be kept on file during and after production.
10. Membership cards must be carried at all times.
11. You should not utilize personal funds in the course of your duties. Nor should you provide cell phones, computers, vehicles or any personal items whose usage is not secured with a written agreement.
12. Do not photograph anything that may be considered proprietary information such as, but not limited to sets, set dressing stunt rigs special effects etc. without the consent of the employer. Do not post set photos online.
13. Keep your workplace clean.
14. Be sure to fill out UNION timecards.

SHOP STEWARDS

1. There shall be a Shop Steward on all jobs, with additional Stewards provided when necessary to accommodate off production crews.
2. The Shop Steward shall be chosen by lot or election, at the option of the crew, or he/she may also be appointed by an official of the Union per 492 policy, or as provided by the Constitution and By Laws of the Local. Once chosen, Shop Stewards must report to the Local to confirm their status and to obtain needed information. This may include contracts, sideletters, and forms for dues assessments and membership application.
3. Shop Stewards will check member's cards and standing. Delinquents will be reported to the Local.
4. The Shop Steward will handle complaints from either the producer or the crew, seeking the assistance of a Business Representative of Local 492 when a solution cannot be reached between the parties.
5. Shop Stewards will follow the Local 492 Steward's Manual and will file copies of crewlists, call-sheets, accident reports, or other listed documents.
6. All stewards must have taken all mandatory classes.

ABOUT "RIGHT TO WORK" LAWS

Much of Local 492's jurisdiction, including all of Tennessee, has so-called 'Right to Work' laws. These laws are solely for the purpose of preventing unions from supporting themselves. They allow individuals to refuse to pay for representation even when enjoying the wages, benefits and protections of union employment. These would be better described as 'Permission to Freeload' laws.

Although neither the producer nor the local can require union membership, you should insist on only working with people who are paying their fair share. Without an adequately funded union, none of the advantages of union work would be possible. Be sure that you, and those around you, support the union with your time and the paying of both quarterly dues and work assessments.

DEPARTMENTS

ELECTRIC DEPT.

1. The Electric Department is responsible for all electrical and lighting equipment as follows:

Loading and unloading of all Electric Equipment onto vehicles.

Distribution of all electric power (*i.e.* construction shop, set lighting, HVAC, base camp and working trucks).

Rigging of all stage and location lighting.

Operating and maintaining all generators and electrical tie-ins.

Placing, moving and maintaining all work lights.

Rigging and operating all specialty lighting and equipment (*i.e.* balloon lights, helium lights, lightning strikes, fluorescent bulb changes, dimmer boards, moving lights, Special Effects equipment, and chain motors).

Wiring of all practical power and lighting on and off set.

2. Generator Operators shall not be required to assume any other duties while the generator is in use or preparation.

3. Per contract, base camp generator operation, rigging and maintenance may be performed by Teamsters only when IA crew are not present.

4. When a licensed electrician is required by local ordinance, the Gaffer will be responsible only for advising the producer that such services are required. When a licensed electrician is to be employed, the Union office must be notified. Subsequent problems shall be referred to the producer and the Union office.

5. An individual employed as a licensed electrician is prohibited from working in any other capacity.

6. When equipment is delivered by an outside source, an appropriate number of electricians shall be there to receive it.

7. On each production, a sufficient number of electricians should be at the rental house to check equipment in and out.

8. The following should be considered when determining the size of a crew;

Overall amount of equipment.

Number of lights over 5000w (2 or more electricians).

Number of generators.

Number of aerial lighting platforms.

Number of reflectors.

Number of locations and lighting set ups and strikes

Lighting adjustments requiring use of ladders, scaffolding or man lifts.

Overhead rigging and remote lighting positions (*i.e.* grids and rooftops).

Use of a dimmer board and dimming operations.

9. The Electric Department shall place all diffusions and light controlling devices that are attached to the lamp.

10. The Electric Department shall handle all lighting equipment, regardless of its source of power. In the event such a device is on camera it shall be handled by the Property Department.

11. The Electric Department will work with other departments to address the electrical needs of rigs and effects.

12. Where shops, stages, and/or locations so require, a “house” electrician shall be employed to oversee tie-ins, provide work lights, and run power and extensions for tools and equipment. He/she will be hired by the gaffer.

13. Bay lights will be bulbed, wired and powered by the Electric Department. The Grip Department will hang and shade same.

14. Aerial lift operators are to be given reasonable breaks not less than every four hours.

TOOLS REQUIRED Gloves, Pliers, X-acto knife, Voltage Tester

GRIP DEPT.

1. Grips will install and maintain all translights, blue and green screens, scrims, photo and painted backdrops, etc.
2. Grips shall erect, secure and ensure the safe operation of all platforms, scaffolding, catwalks and their respective handrails, scissor lifts, genie lifts and condors for use by lighting, camera or set operation.
3. Grips will ensure the safety of all overhead rigging.
4. Each operating camera will require no less than one assigned grip.
5. The use of a camera crane, whether as a moving dolly or as an elevating or booming device, will require a minimum of three grips.
6. Grips will ensure the safe operation of all camera mounts.
7. Grips will construct/erect and ensure the safe operation of all dolly track, rails, pipes, cables and any and all systems designed for camera movement.
8. Grips will level and stabilize all lights.
9. Grips will set all materials designed to cut, shadow, bounce, diffuse, minimize, or alter the color temperature of light, that are not attached to the body of a lighting instrument. This will include tenting and all and any means required to control light, whether natural, environmental or provided.
10. Grips will operate the perambulator, in cooperation with the Sound Dept., when it is to be moved during a shot.

TOOLS REQUIRED **Tool belt**; hammer, tape measure, knife, adjustable wrench, 3/16 allen wrench (ratcheting preferred), pencil, marker, flashlight.

Kit; assorted screwdrivers, channel lock pliers, vice grip pliers, T50 staple gun, assorted allen wrenches

ART DEPARTMENT

DEFINITION: Properties are any items, dressing or equipment to be photographed or recorded by any image capturing mechanism, for the purpose of illustration within a scene.

EXCEPTIONS: Exceptions are painting, wallpapering, the architectural elements of a set, including walls, doors and jambs (as well as their removal and re-installation for camera), windows and their jambs and sashes, including those pre-glazed, columns, staircases, shutters, built in shelves, ceiling pieces, headers, molding and trim, paneling, practical doorknobs and locks, and materials applied directly to the set to diffuse, color, block or shadow light.

RESPONSIBILITIES:

1. Dressing Walls; clocks, lighting fixtures, sconces, switch and outlet plates, cabinets (free standing or hanging), shelves, mantelpieces, mirrors, paintings, photos, posters, decals, shower curtains and rods, tile, soap dishes and towel bars.
2. Dressing Windows; draperies, curtains, shades, blinds, glass and plexiglass.
3. Dressing Floors; rugs, carpets, linoleum, vinyl or plastic tile, or any floor design accomplished through the use of tapes or adhesives.
4. Dressing Ceilings; hanging fixtures, electrical or otherwise. Hung ceilings, including both tracks and tiles. Furnishings; all furniture and its dressing.
6. Signage will be hung, erected or planted on by Set Dressing.
7. Exterior Dressing; simulated brick and stone wall coverings, mail boxes, fire hydrants, signs, refuse cans, motor vehicles, bicycles, tricycles, toys, and sporting equipment.

SET DECORATORS

1. Will procure all Properties necessary for a given production.
2. Will not do the work of a Standby Prop or a Set Dresser.

SET DRESSERS

1. Will have at least one On Set dresser for adjusting dressing to camera and for continuity and restoration. On Set will also assist Props when necessary.
2. Will prepare, dress, strike and keep clean all sets, stages and locations
3. Will load and unload all dressing for transport and storage.
4. Will provide photo documentation of the set and its details for continuity, restoration and re-shoots.
5. Will protect set and/or location walls, floors, furnishings, etc., whenever necessary.
6. Install all signage on stage and locations.
7. Install all tile and carpeting on stage and locations.

TOOLS REQUIRED Screw gun, tape measure, multitool, level, hammer, knife, Sharpie. Camera for On Set Dresser.

PROPS

1. Will handle properties during rehearsal and shooting.
2. Will handle behind the scene properties during shooting.
3. Will maintain continuity of furnishing, dressing and hand props during shooting. Photographs, notes and measurements should be documented.
4. Will safely store valuable props.
5. Will raise and lower actors and properties to camera.
6. Animals; will be secured by the Prop Master. Control of the animal on and off set will be the responsibility of the handler. The cleanliness of the set will be maintained by the Prop Department.
7. Hand Props; are any and all items carried by an actor (pens, cigarettes, cigars, pipes, weapons, newspapers, luggage, umbrellas, groceries, etc.). Hats, coats, scarves, gloves and handbags are the jurisdiction of the Wardrobe Department.
8. Behind The Scenes Properties; director's chairs, refuse containers, rubber mats, portable heaters, air conditioners, fans, cue cards, sound effect cues (door bells, phone rings, buzzers, etc.).

RECOMMENDED MINIMUM TOOL REQUIREMENT

Tape Measure, Knife, Hammer, Phillips and slotted screwdrivers, Pen, pencil and marker, Staple guns (T50, T32, P22), Adjustable wrench, Lineman pliers, Needle nose pliers, Scissors, Hot glue gun, Awl.

ADDITIONAL IF POSSIBLE

Screw gun, Socket set, Tin snips, Vice grip pliers, Channel lock pliers, Allen Keys, Assorted drill bits, File.

FOOD STYLISTS (Home Economists)

1. The Prop Department will procure and set up all appliances, tables and equipment required by the Food Stylist.
2. The Prop Department will load and unload all personal equipment brought by the Home Economist.

PAINT & SCENIC

1. Will have at least one Standby (On Set) Painter for touchups and dulling to camera and for continuity and restoration.
2. Will prepare and apply any surface coatings or finishes on all sets and locations.
3. Will prep before and clean up after all applications.
4. Will provide touch up paint for color matching to the On Set Painter.
5. Will protect set and/or location walls, floors, furnishings, etc., whenever necessary.
6. Will perform all finishes, including faux painting, aging, crackling or general covering.
7. Painters will be directed by the Paint Foreman.
8. Draping, Prepping and Cleanup may be performed by Utility Employees.

RECOMMENDED MINIMUM TOOL REQUIREMENT

Respirators, Safety Glasses, Stirrer, Paint Opener, Rollers, Brushes, Masking Tape, Dropcloths, Chemical Gloves. On Set should carry Dulling Spray or Clay, Dust and Applicator, Touch Up Paint for all sets, Necessary Solvents.

ART DEPARTMENT COORDINATOR

Art Department Coordinators will assist the Production Designer with budgeting and purchasing of all art department needs.

Art Department Coordinators will coordinate scheduling of art department crew and tasks.

Set Decoration Coordinators are also Art Department Coordinators.

GREENS

1. Greens personnel shall install and maintain any plants, trees, or other natural or artificial landscaping material such as grass mats, rocks, stones, shrubs, flowers, dirt, sand, peat moss, logs, fencing, posts, poles, etc.
2. An On Set Greens person shall dress such materials as needed to camera, including placement of camo netting.

CONSTRUCTION

1. Carpenters will build all walls, scenery and set pieces, set all windows, doors and trim, and apply all wall skin, siding, roofing and on camera flooring, with the exception of that which is taped.
2. Carpenters will build all furniture, cabinets, fixtures and applied trims that are to be fabricated for the production.
3. Carpenters will assist the Prop Dept. in the installation of cabinets, counter tops, and glass molding when requested by the Prop Dept.
4. Carpenters will work with the Grip Dept. to rig/shelve trucks for shooting.
5. Carpenters will operate all stationery woodworking machinery (table saws, pullover saws, band saws, etc.) in the carpentry shop.
6. Carpenters will layout, erect, rig, move and strike all walls and scenery.
7. Carpenters will layout, erect, install and strike all decks and their components (safety rails, stairways, ramps, etc.) and sub-flooring.
8. Carpenters will unload, transport and rack all lumber that is the property of the Construction Department.
9. Carpenters will keep shops, stages and locations safe and clean of construction debris.
10. Carpenters will clean lumber, flats and scenery and store same in a safe manner.
11. Carpenters will order Dumpsters as needed for construction or wrapping.
12. Carpenters will coordinate with the Grip Department with regard to the hanging of translights, blue and green screens, photo murals and painted backdrops.
13. An On Set (Standby) Carpenter will move walls and scenery during shooting.
14. Carpenters will strike all sets and their various elements, including molding, paneling, doors, windows and jambs, ceiling pieces, floors and decks, translights, photo backdrops, etc.

15. Carpenters work in teams. Therefore, the manpower required should reflect this on stages, locations, and in shops where such work takes place.
16. Construction Utility employees may assist in these tasks in the ratio provided in the contract.

TOOLS REQUIRED Tool belt; Hammer, Tape Measure, Knife, Adjustable Wrench, 3/16 allen wrench (ratcheting preferred), Pencil, Marker, Flashlight, Framing Square, Combo Square, Scale Rule, Sheetrock Knife, Angle Finder, Nail Set, Counter Sink Bits, Tool Bag or Box, Sliding Bevel Square, Compass, Pencil and Pens, Tool Apron, Safety Glasses, Chisels

Kit; assorted screwdrivers, channel lock pliers, vice grip pliers, T50 staple gun, assorted allen wrenches

CONSTRUCTION COORDINATOR

1. The Construction Coordinator will assist the Production Designer in the budgeting of set construction.
2. The Construction Coordinator will coordinate the scheduling and completion of sets with affected departments.
3. The Construction Coordinator will endeavor to employ a Standby (On Set) Carpenter during shooting.

CRAFT SERVICE

1. All Craft Service Employees must be covered under contract.
2. If Catering or other non-covered employees perform craft service duties, they must be covered as Craft Service for the day.
3. Be mindful of food safety rules, including storage temperatures and separation from chemical products.
4. Keep food items covered when insects or airborne particles may be present.
5. Be mindful of keeping adequate drinking water closely available.
6. Craft Service Employees are responsible for keeping the area around the set clean and clear of debris. This includes the emptying of trash containers.

SPECIAL EFFECTS

1. Special Effects is responsible for all mechanical effects on production.
2. Special Effects will provide rain and wind effects as needed.
3. Special Effects will provide atmospheric smoke as needed.
4. Special Effects will provide any explosive effects, including squibs.
5. Effects personnel will obtain and carry proper licensing for any explosive material used.
6. Special Effects will arrange to provide hearing and eye protection for any persons at risk of injury from any effect.

FIRST AID

1. A First Aid employee is needed whenever there are hazardous conditions, including use of power tools, welding, harsh environment, and unusual circumstances, ie stunts..
2. First Aid employees handle emergent and non-emergent medical care, triage, and determine if further care is needed (x-rays, hospitalization, etc.). They are not to leave site. If crew members need further treatment and an ambulance isn't needed transpo should take them. A PA should travel with them as well. Have the PA bring back copies of any paperwork from the hospital and keep on file.
3. When the set and construction are in separate locations and additional First Aid employee is needed.
4. First Aid employees are required to fill out accident reports for all injuries, regardless of how minor. All incidents should also be reported and placed on the Production Report. Paperwork should be kept for at least one year.

TOOLS REQUIRED

First Response Kit, Backboard, OTC medications, Sunscreen, Insect Repellent, Accident Reports, AED optional

WARDROBE

Costume Designer

The Costume Designer is responsible for all the clothing and costumes worn by all the actors that appear on screen. They are also responsible for designing, planning, and organizing the construction of the garments down to the fabric, colors, and sizes. The Costume Designer works closely with the Director to understand and interpret "character", and counsels with the Production Designer to achieve an overall tone of the film. In large productions, the Costume Designer will usually have one or more Assistant Costume Designers.

Costume Supervisor

The Costume Supervisor works closely with the Designer. In addition to helping with the design of the costumes, they manage the wardrobe workspace. They supervise construction or sourcing of garments, hiring and firing of support staff, budget, paperwork, and department logistics. Also called the Wardrobe Supervisor, although this term is used less and less.

Key Costumer

The Key Costumer is employed to manage the set costumers, and to handle the Star's wardrobe needs.

Costumer

The Costume Standby is present on set at all times. It is his/her responsibility to monitor the quality and continuity of the Actors and Actresses costumes before and during takes. (S)he will also assist the Actors and Actresses with dressing. Costumers also assist with pre-production and post- production needs.

Costume Buyer

A Buyer sources and purchases fabrics and garments.
A Buyer might also be referred to as a Shopper.

STUDIO TEACHERS

1. Studio Teachers shall possess whichever credentials and certificates are required by the state and local governments of the area.
2. Studio Teachers should be familiar with applicable Child Labor law as well as required curriculum for the given age group.
3. Adequate records must be kept of classroom hours and attendance.

SOUND

1. A Production Mixer and a Boom Person is the minimum staff required for the sound recording.
2. The need for a Utility Person will be determined by the Sound Mixer and the Producer.
3. A Utility Person may perform any duties with the exception of mixing.
4. Where cable needs to be manned, a Utility Person shall be required.
5. A separate Mixer will be employed during playback, regardless of the hardware used.
6. When sound control issues involve the installation of horsehair or other insulating materials, the Sound Department will work with other departments to address these concerns. Consideration must be given to prep time, procurement of materials and their transportation should such be required.
7. Sound Mixers are generally expected to provide appropriate equipment for the project. Any rental arrangement for this equipment is outside the control of the Local.

VIDEO

1. There will be one technician per machine.
2. A Video Technician is required when an image is being recorded or played back.
3. Additional crew may be required for the following reasons;
 - a. Multiple cameras.
 - b. Numerous company moves.
 - c. Additional monitors.
 - d. Additional recorders.
 - e. Long cable runs.
 - f. Difficult terrain, such as parks, fields, beaches, rooftops and walkups.

VIDEO CATEGORIES

1. Key Video Technician
2. 24 Frame Video Technician
3. Video Controller
4. Video Shader
5. Digital Utility
6. Computer Operator
7. Motion Control
8. Motion Capture
9. Video color correction
10. Video Utility
11. Video Tap Record and Playback
12. Video Matching

TOOLS REQUIRED

Flashlight, Writing Implement and Pad, Leatherman

LOCATIONS

1. Not all contracts cover Locations. Check with the Steward, Business Agent, or office. When not covered, a sideletter may be used to secure benefits.

CONSTITUTION & BYLAWS OF 492

ARTICLE ONE – Name, Affiliation and Jurisdiction

Section 1. NAME

1. The name of this organization shall be the Studio Mechanics of Tennessee and Northern Mississippi Local Union No. 492, International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist, and Allied Crafts of the United States and Canada. AFL-CIO (hereinafter called the Local).

Section 2. AFFILIATION

1. This Local has been established and exists by virtue of a charter issued by the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist, and Allied Crafts of the United States and Canada (hereinafter called the Alliance or International) and pursuant to the Constitution and By-Laws of the International.

Section 3. JURISDICTION

1. Jurisdiction of this Local shall embrace the jurisdiction set forth in the charter granted by the International, VIZ.; Tennessee and Northern Mississippi.

ARTICLE TWO – Objectives

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

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

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

ARTICLE THREE – Membership

Section 1. QUALIFICATIONS FOR MEMBERSHIP

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

2. Any member who shall, upon trial, be found to lack any of the qualifications for membership in this Local, shall forthwith be expelled, and shall surrender all rights and privileges as such member, including death benefits and other property rights, if any, in the assets of this union. Once expelled, the member in question can only be re-admitted by a unanimous vote of the full executive board.

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

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

5. There shall be no discrimination against any person in respect to membership in this Local by reason of race, color, creed, national origin, sex or age, or any other reason as covered by applicable federal and state laws.

Section 2. APPLICATION FOR MEMBERSHIP

1. Applications for membership must be in writing to the Local and every application for membership must be made in duplicate upon the official printed form supplied by the International to Local No. 492.

2. The Local may at its option approve prospective members subject to a favorable endorsement by the General Secretary-Treasurer of the Alliance and if the endorsement is refused the application shall be rejected.

3. Each application blank must be accompanied by the initiation fee (to be returned if application is rejected) and such non-returnable processing fee as may be determined by the International Office.

4. Any applicant who is guilty of making false statements upon the application blank shall, if admitted to membership, be expelled upon conviction, and shall be thereafter denied admission to membership in this Local, unless the member in question receives a unanimous vote to re-admit by the full Executive Board. Any initiation fee paid by such member shall be forfeited upon expulsion.

Section 3. EXAMINATION OF APPLICANTS

1. Every applicant for membership may, at the option of the Local Union, be required to pass a satisfactory examination as to their competency and qualifications. Such examination if given, must be before a Board of Examiners selection by the Local Union and the examination must be uniform to all applicants to such Local Union.

Section 4. BALLOTING ON APPLICATIONS

1. All applicants to the Local shall be approved for membership by a majority vote of the Executive Board.

Section 5. NEW MEMBER ORIENTATION

1. New members may be required to attend a “new member orientation” meeting within six months of acceptance for membership. Orientation meetings will be scheduled as necessary in each region of the jurisdiction. Failure by a new member to attend orientation, will result in their being declared “Not in Good Standing,” and subject them to penalty and/or restriction on their membership, as per Article Eleven paragraphs 3, 4.

ARTICLE FOUR – Headquarters

1. The headquarters and main office of this Local shall be within the Nashville, Tennessee area.

ARTICLE FIVE – Government

Section 1. SUPREME LAW

1. This Constitution and By-Laws, as well as International Constitution and By-Laws, shall be the supreme law of this Local.

Section 2. MEMBERSHIP MEETINGS

1. Regular meetings shall be held each month on the first Sunday of the month, however, if the first Sunday of the month falls on a Holiday recognized by the Union then the meeting of the Union shall be held either the next Tuesday or Wednesday, or some other day as changed by the Executive Board in a majority vote.

2. These regular monthly meetings shall be held in the geographical regions, listed below, unless changed by the Executive Board:

Western Tennessee/Northern Mississippi region – January, April, July, October
Central Tennessee region – February, May, September, November
Eastern Tennessee region – March, June

There will be no meeting scheduled for August or December.

3. A quorum of five percent (5%) of the members in good standing but not less than five (5) members is required to open and continue a meeting for the transaction of lawful business. Members using electronic means (i.e. telephone, video, or computer access) will be given the same status as member in physical attendance.

4. Special meetings shall be called by the President on petition of no less than the amount of members required for a quorum at a regular meeting. No business, other than that for which such meeting was called, shall be conducted thereat.

5. A majority of the Executive Board as well as the President shall also have the power to call special meetings.

6. Reasonable written notice shall be given for all special meetings.

Section 3. EXECUTIVE BOARD MEETING

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

2. Written notification of Executive Board meetings must be mailed to the Executive Board members no later than 15 calendar days before scheduled meeting.

Section 4. POSTAL BALLOTING

1. In order for no one region of the Local to enact policy, control general issues, membership, and the like, the Local shall conduct postal balloting for all issues affecting the Local. Items to be voted upon will be published in the newsletter of the Local, and once a quorum of eligible members has been reached, the majority vote on each item shall cause the item to be enacted. This is in place of floor votes at general membership meetings. Eligible ballots returned by electronic means, such as an electronic e-mail or fax, shall have the same standing as a returned eligible original.

2. All nominations for Officer's will be done through Postal Balloting.

3. Approval of all minutes will be done through the use of the Postal Ballot process.

4. The Postal Ballot process can be used for other uses as determined in the future by the Executive Board.

5. Issues may be placed on the Postal Ballot by a consensus of the Executive Board.

ARTICLE SIX – Nomination and Election of Officers

Section 1. ELECTED OFFICERS AND ELIGIBILITY

1. There shall be elected to office the following officers, viz.:

President – Localwide Nomination and Election for a three year term

Vice President – Localwide Nomination and Election for a three year term

Business Manager – Localwide Nomination and Election for a three year term

Secretary-Treasurer – Localwide Nomination and Election for a three year term

At-Large Representative – Localwide Nomination and Election for a three year term

Western Tennessee/Northern Mississippi Representative – Regional Nomination and Election for a three year term

Central Tennessee Representative – Regional Nomination and Election for a three year term

Eastern Tennessee Representative – Regional Nomination and Election for a three year term

Board of Trustees – Localwide Nomination and Election for a three year term

2. The jurisdiction of Local 492 will be sub divided into three regions. Each region will nominate and elect a Regional Representative. The Regional Representative will reside in the region from which he/she is elected.

3. Local 492 will be divided into regions as set forth in the Map labeled Exhibit A.

4. Executive Board – To consist of President, Vice President, Business Manager, Secretary-Treasurer, the At-Large Representative, the three Regional Representatives.

5. Board of Trustees shall consist of all three members, elected for a three year term. The Chairman of the Board of Trustees shall be elected by the members of the Board of Trustees. Their term shall last until the next scheduled election. If the vote is a tie, the President shall have the power to appoint the Chairman.

6. Delegates to the International Convention:

President shall be the first delegate by virtue of the office.

Business Agent shall be the second delegate by virtue of the office.

At-Large Representative shall be the third delegate by virtue of the office.

Secretary-Treasurer shall be the fourth delegate, or the first alternate delegate, by virtue of the office.

If needed, additional delegates will be elected by the membership yearly.

AFL-CIO Delegates – elected by the membership yearly.

7. Delegates to Other I.A.T.S.E. Assemblies:

President shall be the first delegate by virtue of the office.

Business Agent shall be the second delegate by virtue of the office.

Western Tennessee/Northern Mississippi representative shall be the third delegate during even non-IATSE Convention years by virtue of the office.

Eastern Tennessee/Northern Mississippi representative shall be the third delegate during odd non-IATSE Convention years by virtue of the office.

At-Large Representative shall be the third delegate during IATSE Convention years by virtue of the office.

Secretary-Treasurer shall be the fourth delegate, or the first alternate delegate, by virtue of the office.

8. To be eligible for office, a person must have been a member of this Local in good standing for (1) one year, and who is not disqualified from holding office under any applicable Governmental Law, and is fully bondable under Section 6 of this Article.

9. The above named officers shall not be eligible to hold more than one elective office, except as temporary replacement during vacancy.

Section 2. NOMINATIONS

1. The Nominations shall be held under the direction of the Election Committee which shall have final say in all administrative matters.

2. All nominations must be made using the proper Nomination Ballot as supplied by the Local. Only members in good standing at the time of Nomination will receive a Nomination Ballot.

3. All members will be mailed said Nomination Ballot by first class mail no later than 15 days before the close of nominations. In lieu of using a separate mailing, the newsletter Postal Ballot may be substituted. To verify only members in good standing have nominated candidates for office, the card numbers or member name on the returned ballots will be checked against the list of members in good standing as of the date of mailing the newsletter containing the ballot.

4. Nomination Ballots sent to the last recorded address, as filed with the Local, shall be considered as delivered.

5. Each Member shall nominate only one person per office.

6. In order for a nomination to be considered, a candidate must be a member in good standing and receive at least two valid nominations.

7. A member can only run for one office during any election.

8. Nominee must accept or decline the nomination in writing no less than 5 days before the start of the election.

Section 3. ELECTIONS

1. The election shall be held under the direction of the Election Committee which shall have final say as to the administrative matters.

2. Only Official ballots will be counted, with each member allowed only one ballot.

3. The Ballot will be mailed via First Class mail to the last recorded address, no later than 15 days before the close of the election.

4. All candidates will be listed on the ballot under the heading of the office for which they are nominated. The order of the listing shall be alphabetical.

5. Only those members duly nominated shall be candidates for office: write-in votes shall not be counted.

6. If there is only one candidate for any office, the Secretary-Treasurer shall cast a unanimous ballot for that candidate and same shall dispense with the requirement of a secret ballot vote for that office.

7. The candidates receiving the highest number of votes shall be declared elected.

8. In the event two or more candidates are tied for election, a runoff election shall be conducted.

Section 4. CANDIDATES

1. The candidates for election will each be permitted to appoint one (1) watcher. These watchers are to serve without compensation.

2. All reasonable requests of any candidate to distribute campaign literature by mail or otherwise, at the candidates own expense, to the members in good standing shall be honored.

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

Section 5. METHOD OF ELECTION

1. Balloting shall be by secret mail ballot pursuant to the rules of the NLRB and the Department of Labor and funds shall be provided for this from the general fund.

2. The eligibility of members to vote must be verified before the mailing of the Ballots.

3. Counting of ballots shall take place as soon as possible following the close of Voting. This is to be done by the Election Committee.

4. The results of the election shall not be made known to anyone prior to the proper notification of all candidates for office. A complete report on the results shall be given at the next scheduled general membership meeting, and also by an article in the next schedule newsletter.

Section 6. INSTALLATION OF OFFICERS

1. Installation of officers shall take place at the next regular meeting following the meeting at which the results of the election were announced. All said offices shall subscribe and assent to the required pledge before entering upon the duties of their office.

2. Elected officers shall continue in office until the election and installation of their successors, acceptance of resignations or removal by impeachment.

Section 7. VACANCY OF OFFICE

1. Elections must be held, in accordance with the constitution, within one hundred eighty (180) days after an office vacancy was created by resignation, impeachment, or other circumstance.

ARTICLE SEVEN – Duties and Compensation of Officers

Section 1. PRESIDENT

1. The President shall work in conjunction with and under the direction of the Executive Board of this Union.

2. The President shall see that all officers perform their duties as prescribed by the Constitution and By-Laws and shall be a member ex-officio of all committees.

3. The President shall be the first delegate to all IATSE Conventions.

4. The President shall do all other things necessary to the proper and efficient conduct of the office and the promotion of the welfare of this Union. The President shall, with the consent of the Executive Board, use all moral and financial aid in enforcing the rules, wage scales and conditions of this Local.

5. If a vacancy should occur during the term of any officer of this Union, the President shall have the power to appoint a member in good standing to fill the vacancy temporarily until the vacancy shall have been filled by the membership at a next election.

6. The President shall preside at all meetings of this Union and at all meetings of the Executive Board, and in both assemblies the President shall be without vote except in the event of a tie. The President shall use the prerogative of a member to cast ballots for the election of offices and members, the Local alone to decide ties in these elections.

7. The President shall at all times conduct the meetings in strict accordance with the Constitution, By-Laws and standing rules of this Union and parliamentary law as set forth in Robert's Rules of Order (revised). In the absence of a specific law to govern a given condition, the President shall decide the matter in a spirit of fairness and equity, and such ruling shall be enforced unless changed by the vote of Executive Board or membership.

8. The President shall appoint a Sergeant-of-Arms and assistants as needed for any meetings.

9. The President, to maintain order may dismiss and have ejected from a meeting any disorderly member(s), and may levy reasonable fines for repeated infractions.

10. The President shall form, dissolve, and appoint the chairperson of each committee.

11. The President may countersign bank checks issued by the Secretary-Treasurer of this Union in satisfaction of its proper and legal debts, in accordance with Article Ten, Section 8.

Section 2. VICE PRESIDENT

1. It shall be the duty of the Vice President to work under the direction of the President for all duties of that office, and in the absence of the President call out those duties with full authority.

2. The Vice President shall be the fifth delegate or the second alternate delegate to all IATSE Conventions.

3. In the event a vacancy occurs in the office of the President, the Vice President shall succeed to the office of President until the vacancy has been filled by the membership at the next scheduled election for that office.

4. The Vice President shall be the honorable chair of all standing committees of the Local.

5. The Vice President may countersign bank checks issued by the Secretary-Treasurer of this Union in satisfaction of its proper and legal debts, in accordance with Article Ten, Section 8.

Section 3. SECRETARY-TREASURER

1. The Secretary-Treasurer shall be responsible for the handling of all records and correspondence of the Union.

2. It shall be the duty of the Secretary-Treasurer to attend all meetings of the membership and of the Executive Board and to keep minutes, but not necessarily verbatim, of the proceedings of such meetings, and make a proper report thereof to each succeeding regular meeting of this Union, and publish said

minutes in the next scheduled newsletter. The Secretary-Treasurer shall keep a duplicate copy of all correspondence and shall be responsible for the seal.

3. The Secretary-Treasurer shall be responsible for the handling of all finance of this Union, and to keep a true and accurate record of all income and disbursements and all assets and liabilities of this Union.

4. The Secretary-Treasurer shall deposit all money in a bank account approved by the Executive Board in a timely manner, same to be in the name of the Local.

5. The Secretary-Treasurer shall collect all dues, fines and assessments from the members and shall determine the standing of all members, and shall make this information available to the general membership at each scheduled membership meeting.

6. The Secretary-Treasurer shall pay by check, or approved electronic means, all bills authorized for payment by the Union in accordance with Article Ten, Section 8, and subject to checks being signed by the Secretary-Treasurer and one other authorized officer of the Local, or in an emergency, two authorized officers of the Local.

7. The Secretary-Treasurer shall surrender to the Chairman of the Board of Trustees for inspection purposes all books and papers of the Secretary-Treasurer and shall attend such inspection meetings.

8. The Secretary-Treasurer shall be the fourth delegate, or first alternate delegate.

Section 4. BUSINESS MANAGER

1. It shall be the duty of the Business Manager to use every honorable means to procure employment for the members of the Union. The Business Manager shall visit place of employment and see that all laws of this Local are enforced. All members must obey the Business Manager's orders in all strikes and lockouts. The Business Manager shall report regularly on all matters referred to the Business Manager and also on all violations of the laws of this Local by its members and any member of the IATSE and MPTAAC.

2. The Business Manager shall perform such duties as ordered by the membership or by the Executive Board between membership meetings. The Business Manager shall have full charge of the office of this Union, represent the Local in all dealings with Employers, but shall at all times be under the supervision of the Executive Board.

3. The Business Manager shall be a member, ex-officio, of all negotiating committees. Contracts negotiated by any such committee shall be subject to ratification of the Executive Board unless the committee has, in advance, been empowered by the Executive Board to conclude the contract without ratification.

4. The Business Manger may countersign bank checks issued by the Secretary-Treasurer of this Union in satisfaction of its proper and legal debts, in accordance with Article Ten, Section 8.

5. The Business Manager shall be the second delegate to all IATSE Conventions.

Section 5. REGIONAL REPRESENTATIVE

1. The Regional Representatives (including the At-Large Representative) shall act as the primary conduit for information between the Union and the members of the region which they represent. The Regional Representative will provide reports to the Executive Board regarding all production activity and membership concerns from their area. In addition, the Regional Representative will assist the Business Manager with organizing productions and recruiting new members from their area.

2. The At-Large Representative shall be the third delegate to the IATSE Convention and District 7 Convention when it occurs in conjunction with the IATSE Convention.

3. The Western Tennessee/Northern Mississippi representative shall be the third delegate to District 7 Conventions for even non-IATSE Convention years.

4. The Eastern Tennessee representative shall be the third delegate to District 7 Conventions for odd non-IATSE Convention years.

Section 6. BOARD OF TRUSTEES

1. The Board of Trustees shall consist of three members elected at the regular election. The Chairman of the Board of Trustees shall call meetings of the Board as required. They shall take possession of the books of the Secretary-Treasurer on the second week of July and January and return a signed report as to their condition at the next general membership meeting, and publish same in the next scheduled newsletter. The Board of Trustees shall cause to have Certified Public Accountant review or audit the books of the Local at the end of the fiscal year and represent a report of such findings to the membership of the Local, the expense of such review or audit to be borne by the Local.

2. The Board of Trustees is charged with the responsibility of seeing to it that all officers and employees of this Union who handle its funds and property are bonded to the extent and in the amount and form required by law. The expense of such bonds shall be borne by the Local. They shall have custody of the bonds of all bonded officers and employees.

3. The Board of Trustee shall also be responsible for seeing to it that all books and records of the Local, used as the basis for preparing reports required by law to be filed with the Government, are preserved for at least five years from the date such reports were filed, or for such a period of time as determined by applicable law.

4. Serving members of the Executive Board shall not be eligible to serve as financial trustees of the Local.

Section 7. DELEGATES TO THE INTERNATIONAL CONVENTION AND OTHER IATSE ASSEMBLIES

1. The Delegates shall perform their duties as prescribed by the Constitution and By-Laws of the International Alliance and report thereon at the next regular membership meeting of the Union following the convention, and by article in the next scheduled newsletter.

2. As permitted by the Charter of the International, the Local shall be entitled to one delegate by virtue of the charter, and one additional delegate for every one hundred members, or major portion thereof, based upon the average membership upon which per capita tax has been paid for the period between Conventions. Only those members for whom the full per capita tax is being paid by the Local to the Alliance shall be counted for the purpose of determining the average membership of the Local.

3. By virtue of office, the President, Business Manager, and At-Large Representative shall be the first three delegates to the IATSE Convention in this order. Eastern and Western regional representatives shall act as third delegate to District 7 Conventions in odd and even non-IATSE Convention years, respectively. The Secretary-Treasurer, and Vice President shall be the fourth and fifth delegates in order. The additional elected delegates shall follow.

4. Additional delegates are elected by the membership yearly, as needed.

5. Delegates will be afforded housing, transportation and per diem by the Local unless such considerations are otherwise provided.

Section 8. DELEGATES TO LOCAL AFL-CIO ASSEMBLIES

1. The President and the Business Manager shall be the first two delegates, by virtue of office. Additional delegates shall be elected by the membership in local elections yearly.

Section 9. SERGEANT-AT-ARMS

1. The Sergeant-at-Arms appointed by the Chair shall have charge of the door and admit only members in good standing, and the Sergeant-at-Arms shall examine the cards of all members at the door. Members without cards must be vouched for by the Secretary-Treasurer. No others shall be admitted except by special permission from the President or by approval of the Board. Under the direction of the presiding officer the Sergeant-at-Arms shall assist the presiding officer in maintaining order at the meetings, enforcing compliance with the rules and regulations of this Local, and carrying out such instructions as are given by the presiding officer.

Section 10. COMPENSATION OF OFFICERS

1. The designation of those officers to be compensated for their services and the amount of compensation they are to be paid shall be determined by a two-thirds majority vote of Executive Board. Once fixed the amount shall not be reduced during the term of office.

Section 11. OFFICER VACANCY

1. In the even the President, Vice President, and the Business Manager are absent from any meeting any member of the Executive Board or a member shall call the meeting to order and conduct an election by majority vote, for the President Pro-Tem.

2. When any Executive Board member or officer of this Local is absent from three (3) consecutive meetings, regular or executive, except for sickness, injury, valid work requirement, or with the permission of the President or the Executive Board, that office shall automatically become vacant and an election in accordance with Article Six shall be held to fill the resulting vacancy. Any member who has been removed from office because of non-attendance will not be eligible for any office until one (1) year has elapsed from the date of removal from office.

ARTICLE EIGHT - The Executive Board

1. The Executive Board shall consist of those officer stipulated in Article Six, Section 1. The President shall be Chairman of the Executive Board. The Executive Board shall, as promptly as possible after its first installation into office, convene and the Chairman with the approval of the Executive Board shall select a date, time and place for the next Executive Board Meeting. This procedure shall be followed at subsequent Executive Board Meetings. A majority of the members of the Executive Board shall constitute a quorum for the legal transaction of business.

2. The Executive Board shall investigate all complaints of members and decide, if possible, upon all questions in dispute between employee and employer, accepting any honorable means toward an amicable settlement that may be deemed essential to the best interests of this Union.

3. The Executive Board shall also decide on all matters referred to them by the Local and the decision of the Board shall be binding in all cases, unless reversed by a two-thirds vote of the Local in regular meeting assembled. The Executive Board shall transact and supervise all business of this Local between regular meetings, and their actions shall be binding, subject to approval of the Local at the time of their regular meeting.

4. After the Executive Board has taken cognizance of any changes, the President shall appoint a trial board consisting of two (2) members of the Executive Board and three rank and file members to sit as the trial body in accordance with Articles Twelve and Thirteen.

5. Any member aggrieved by the decision, rule, regulation, order or any other act or omission or mandate of an officer or the Executive Board of this Local may appeal in the following order: (1) from an officer's decision to the Executive Board; (2) from the Executive Board's decision to the Union in meeting assembled; (3) from the Union's decision to the International President of the IATSE; (4) from the IATSE President to General Executive Board; (5) from the General Executive Board to the IATSE and MPTAAC of the United States and Canada in convention assembled and the latter body shall be the tribunal of ultimate judgment. Appeals shall be cognizable only if filed within thirty (30) days after receipt of the decision by the aggrieved. They must be submitted in writing and e personally signed by the appellant. However, in the interim rulings of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local must be heard within sixty (60) days of the date the appeal was filed or the member may appeal directly to the International President.

ARTICLE NINE – Transfer, Reinstatement, and Retirement

Section 1. TRANSFER

1. Any members of another Local of this Alliance wishing to transfer their membership to this Local shall present their application as if a candidate for new membership.

Section 2. REINSTATEMENT OF MEMBERS

1. Any member who has been expelled shall be required to make application as a new member, and shall be governed by all conditions pertaining to same.

2. Members who have previously taken an honorable withdrawal from the Alliance shall be required to pay the one time fee to the International, and all back due and obligations to the Local before they will be re-admitted for membership, unless waived or modified by a majority vote of the Executive Board.

Section 3. RETIREMENT

1. Members at least 65 years of age with 25 years of membership in the Alliance may at their option be declared Retired Members. Retired Member shall have voice but no vote at Union meetings and shall not be eligible to hold office.

ARTICLE TEN - Revenues

Section 1. INITIATION FEES

1. The initiation fee may be reduced or waived by vote of the Executive Board for organizational purposes. The membership will be notified of any reduction or waiver at the next regular meeting and by the newsletter.

2. For transfer applicants, the initiation fee shall be half of whatever the current initiation fee is for new applicants, or whatever reasonable amount has been set by the Executive Board.

Section 2. QUARTERLY DUES

1. The quarterly dues payable by each member shall be of not less than Ten Dollars (\$10.00) over and above the amount of the per capita tax charged by the International per quarter. The quarterly dues are due and payable by the beginning of each quarter.

Section 3. WORK ASSESSMENTS

1. 3.25% of the earnings of members from work under the Local's jurisdiction, is due and payable thirty days after earned and received.

Section 4. SPECIAL ASSESSMENTS

1. If at any time the Executive Board deems it necessary to acquire additional revenue, for the best interests of the Union, it shall recommend to the membership a special assessment, which must be approved by secret ballot by majority vote of the members in good standing referendum.

Section 5. CHANGES IN FINANCIAL RESPONSIBILITIES

1. The amount of quarterly dues, work assessments, penalties, and fees provided for in this Article, shall not be increased or reduced unless approved by postal ballot by a two-thirds vote of the members in good standing by referendum, subject to a quorum of eligible members.

Section 6. INVESTMENTS

1. The Executive Board, subject to the guidance and approval of the Board of Trustee's, shall be permitted to invest the surplus money of this Local in United States securities, or other safe and prudent instruments.

Section 7. OUT-OF-TOWN MEMBERS

1. Members of other Locals of the Alliance and individuals of the Bargaining Unit working in the contractual jurisdiction of this Local shall pay the same percentage of weekly earnings as the regular members of this Local may be required to pay but they shall not be required to pay Quarterly Dues to this Local.

Section 8. AUTHORITY TO EXPEND FUNDS

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

2. The funds shall be expended only through the use of the Purchase Order system, as per policies and procedures approved by the Board of Trustee's and implemented by the Executive Board.

ARTICLE ELEVEN – Good Standing

1. Members in good standing of this Local shall enjoy all rights, privileges and benefits of this Constitution and By-Laws.

2. Failure on the part of any member to pay any financial obligations to this Local within fifteen (15) days of notification shall result in such member being automatically declared not in good standing. A member not in good standing shall be deprived of the right to hold office, to vote or attend meetings (except to exercise the right of appeal). If such default continues for a period of more than six months from the date of notification of when the financial obligation first became payable, and should the member fail to pay up in full any indebtedness within fifteen (15) days after written notice by certified mail of the default (such written notice to specify the amount due and how such amount was arrived at), the member shall be deemed automatically expelled unless prior thereto, the member has been granted an extension of time to pay by vote of the Executive Board.

3. The term "In Good Standing" as used in this Constitution and By-Laws shall be construed to mean that member(s) have fully complied with all obligations to the Local not only financially but in all other regards.

4. Payment of any financial obligation due by a member to the Local shall be enforceable by fine or expulsion and, in addition thereto, by resort to court action. If court action is required, the delinquent member shall also be liable to the Local for reasonable legal fees and other expenses incurred by it in connection with the suit.

ARTICLE TWELVE – Impeachment of Officers

Section 1. GROUNDS

1. Any officer of this Local may be impeached for a violation of their official duties or for any infringement of the Constitution and By-Laws.

Section 2. CHARGES

1. All charges against an officer of this Local must be in writing, in the form of a sworn affidavit, reciting clearly the offense charged, the name of the accused, the time, place and nature of the violation, the Section or Sections of this Constitution and By-Laws or of the Constitution and By-Laws of the International alleged to have been violated, over the signature of the accuser, together with a statement of the names of all witnesses to the offense who are known to the accuser and must be filed within sixty (60) days after the offense becomes known to the accuser or reasonably should have been discovered.

Section 3. PENALTY FOR PREFERRING FALSE CHARGES

1. If false charges shall be maliciously preferred against any officer, the person or persons preferring such charges shall be fined five hundred dollars (\$500.00), the fine to be imposed upon the acquittal of the accused officer, plus the expense of the proceeding.

Section 4. CHARGES FILED IN DUPLICATE

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

Section 5. BY WHOM AND TO WHOM REFERRED

1. Charges against officer may be preferred by any member or office of the Alliance. Charges shall be filed with the Secretary-Treasurer of this Local. The Trial Board shall act as the trial body. If a majority of the Executive Board members have been charged, the charges may be filed with the International President who shall be empowered in that event to appoint the members of a Trial Body who may be either members of this Local or any other Local of the Alliance.

Section 6. COGNIZANCE OF CHARGES

1. The Secretary-Treasurer shall refer the charges to the Executive Board which shall have the power to declare such charges cognizable or not. If cognizance is taken of the charges, the Executive Board may, if it deems it necessary or advisable, temporarily suspend the accused from the office and suspend further payment of salary, pending the outcome of the trial. The President shall in that event make suitable provisions for the efficient discharge of the duties of the accused during the suspended period. If the Secretary-Treasurer is charged, the charges may be filed with any other officer of the Local not under charges. If cognizance is not received, then the accuser may take the charges before the general membership.

Section 7. WITHDRAWAL OF CHARGES

1. After charges have been referred to the Executive Board they shall not be withdrawn unless the officer accused and the Executive Board both shall consent to the withdrawal.

Section 8. NOTICE

1. Within ten days after cognizance of the charges it taken, the Trial Board shall cause to be served upon the accused officer, personally, or where this is impossible, by certified mail to his last known address, a duplicate copy of the charges and shall notify him of the time and place appointed for the hearing thereon. Provided that such notice shall be served on or mailed to the accused at least ten days prior to the date appointed for the hearing.

Section 9. CONTINUANCE

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

Section 10. APPEARANCE FOR TRIAL

1. If the accused so desires, the accused may waive the right of appearing before the Trial Board, and may designate a fellow members as counsel to appear and conduct the defense, provided that such waiver of appearance shall not be prejudicial to the accused and the trial shall, if the accused fails to appear, proceed in the accused absence.

Section 11. TRIAL

1. The Trial Board shall sit as the trial body in all impeachment cases and shall conduct at the hearing upon the charges a thorough inquiry into the merits of the case, according to the complaint and the accused alike, a full and impartial hearing. In the conduct of such trial the provisions of Article Thirteen, Section 17, 18, 19, 20 and 21 of this Constitution shall be observed.

Section 12. WAIVER OF TRIAL

1. If charges as required by Section 2 hereof have been filed, the accused may plead guilty and waive the holding of the trial provided he does so in a written, notarized and witnessed statement and has been advised in writing as to the range of penalties that may be imposed upon him by reason of such plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused who pleads guilty to charges shall be deemed to have waived his right to appeal to raise any question concerning his guilt or innocence and his appeal in that even shall be limited to the question of the appropriateness of the penalty or penalties imposed upon him. No stenographic transcript or take recording shall be required if a plea of guilty is entered in accordance herewith.

Section 13. PENALTY

1. The guilt or innocence of the accused shall be determined by a majority vote of the Trial Board. If the accused is found guilty as charge it shall then become the duty of the said Board to declare the office of the accused vacant and the successor of said officer shall be selected in a manner provided in this Constitution, and the said accused shall, in addition, be subject to such discipline as the Trial Board may decide to impose upon him, including expulsion, suspension and/or fine.

ARTICLE THIRTEEN - Discipline of Members

Section 1. GROUNDS

1. In addition to the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall breach his duty as a member by violation of the express provisions of the Constitution and By-Laws of this Local or of the Alliance or by such conduct as is detrimental to the advancement of the purposes which this Local or the Alliance pursues, or as would reflect discredit upon this Local or the Alliance, shall be subject to discipline in the manner set forth.

Section 2. FAIR TRIAL

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

Section 3. CHARGES

1. All charges against a member for a violation of the provisions of this Constitution and By-Laws must be in writing, in the form of a sworn affidavit, reciting clearly the offense charged, the name of the accused, the time, place and nature of the violation, the section or sections of this Constitution and By-Laws alleged to have been violated, over the signature of the accuser, together with a statement of the names of all witnesses to the offense charged who shall be known to the accuser.

Section 4. PENALTY FOR PREFERRING FALSE CHARGES

1. If false charges shall be maliciously preferred against any member, the person or persons preferring such charges shall be fined five hundred dollars (\$500.00), the fine to be imposed upon the acquittal of the accused officer, plus the expense of the proceeding.

Section 5. CHARGES FILED IN DUPLICATE

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

Section 6. TO WHOM PREFERRED AND WHEN

1. Charges shall be filed with the Secretary-Treasurer of the Local within sixty (60) calendar days after the offense becomes known or should have become known to the person making the charge. If the Secretary-Treasurer of the Local is charged, the charges may be filed with any other office of the Local not under charges.

Section 7. WITHDRAWAL OF CHARGES

1. After charges have been filed with the Secretary-Treasurer shall not be withdrawn unless the member accused shall consent to the withdrawal.

Section 8. COGNIZANCE OF CHARGES

1. The Secretary-Treasurer shall refer the charges to the Executive Board which shall have the power to declare such charges cognizable or not. If the Secretary-Treasurer is charged, the charges may be filed with any other officer of the Local not under charges. If cognizance is not received, then the accuser may take the charges before the general membership.

Section 9. PUBLICATION OF CHARGES

1. After the Executive Board has taken cognizance of the charges, they shall be read at the next regular meeting by the presiding officer. No debate or discussion shall be permitted, but the presiding officer shall request those having personal knowledge of any of the facts alleged in the charges to submit their names as witnesses to the Secretary-Treasurer of the meeting. The presiding officer shall refer the charges to the Trial Board for trial.

Section 10. WAIVER OF TRIAL

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

Section 11. NOTICE

1. Within ten days after reference of the charges, the Trial Board shall cause to be served upon the accused personally, or where this is impossible, by registered mail to his last known address, a duplicate copy of the charges, and the time and place appointed for the hearing thereon. Provided, that such notice shall be served upon or mailed to the accused at least fifteen (15) calendar days prior to the date appointed for the hearing.

Section 12. POSTPONEMENTS

1. Should the accused be unable for proper cause to attend the hearing at the time and place designated, the Trial Board upon application, may grant a postponement or continuance to some place and date agreed upon.

Section 13. APPEARANCE FOR TRIAL

1. If the accused so desires, he/she may waive the right of appearing before the Trial Board for hearing upon the charges preferred, or may designate a fellow members as counsel to appear and conduct the defense. Provided, that the waiver of appearance shall not be prejudicial to the accused, and the trial shall, if the accused fails to appear, proceed in his/her absence, the Board hearing all evidence and basing its decision as to the guilt of the accused solely thereon.

Section 14. TRIAL BODY

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

Section 15. CHALLENGES

1. The accused shall have the privilege of challenging the right of any member of the Board to sit upon his case, and in the even of such challenge, the other members of the Board shall pas upon its validity, sustaining it or overruling it.

Section 16. HEARING

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

Section 17. MEMBER COUNSEL

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

Section 18. WITNESSES SWORN

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

Section 19. DEPOSITIONS

1. Of a witness be unable to attend the trail, a written deposition of his testimony shall be taken in the form of an affidavit, and such portions of it as are not denied by the accused shall be admitted as evidence.

Section 20. TRANSCRIPT

1. A written verbatim transcript of all testimony adduced at the hearing shall be made. The Trial Board may elect to tape record the proceedings and in that even the tape must be fully and accurately transcribed in typewritten form in case of an appeal to the International President.

Section 21. REPORT OF FINDINGS

1. The Trial Board shall, after hearing all the evidence, render a written report of its findings s as to the guilt or innocence of the accused and, if the accused be found guilty, the penalty to be imposed. A copy thereof shall be filed with the Secretary-Treasurer of the Local and a copy shall be served by certified mail on the accused within 10 working days. A copy of the transcript of the evidence and proceedings at the hearing shall be available for examination by the accused and or member counsel at the offices of the Local. F so required by the accused a copy thereof shall be furnished to the accused at his or her own expense. Immediately upon the receipt of the transcript, the Local shall notify the accused in writing of its availability.

Section 22. ACTION BY MEMBERSHIP OF LOCAL UNION

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

23. ACQUITTAL OR CONVICTION

1. After submission of the report, the accused, if aggrieved by the decision of the Trial Board, and any other member in attendance at the meeting, including members of the Trial Board shall be afforded an opportunity to speak either in favor of or against such decision. Upon completion of debate, the membership shall proceed to vote upon the findings of the Trial Board as to the guilt or innocence of the

accused. If a majority of the members present so vote, the findings of the Trial Board shall be adopted. If the findings are not accepted the transcript shall be read unless this has been done heretofore, and the question shall be put whether the accused shall be granted a trial by the membership or whether the membership shall proceed to ballot, on the guilt of the accused. If a majority of the members present vote for the latter procedure, a ballot shall be taken on the guilt of the accused, and if two-thirds of the members present shall vote contrary to the findings of the Trial Board, the findings shall stand reversed, otherwise the findings shall be upheld.

Section 24. IMPOSITION OF PENALTIES

1. If the accused be found guilty of an offense for which no specific penalty is fixed by the Constitution or By-Laws, the membership shall then proceed to ballot upon the decision of the Trail Board as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Trial Board shall be adopted. If a majority of the members present reject the penalty decided upon the Trial Board, the membership shall then proceed to ballot on the penalty to be imposed, the members voting to expel, suspend, fine and/or reprimand. An accused found guilty may be also assessed the costs of the trial.

2. When membership voting on the report of the Trial Board is completed, available remedies within the Local shall be deemed exhausted.

Section 25. SENTENCE REPORTED TO INTERNATIONAL PRESIDENT

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

ARTICLE FOURTEEN – Appeals

Section 1. RIGHT OF APPEAL

1. Any member aggrieved by the decision, rule, regulation, order or any other act or omission or mandate of an officer of the Executive Board of this Local may, after exhausting his remedies within the Local by appeal to the membership, appeal his case in the following order: (1) from the decision of the membership of the Local to the International President of this Alliance; (2) the decision of the International President to General Executive Board; (3) from the ruling of the General Executive Board to the Alliance in convention assembled and the latter body shall be the tribunal of ultimate judgment. However, in the interim, rulings of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local must be heard within sixty (60) days of the date the appeal was filed or the member may appeal directly to the International President.

Section 2. TIME ALLOWED FOR FILING

1. Appeals shall be cognizable only if filed within thirty (30) days after the decision appealed from.

Section 3. MUST BE IN WRITING

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

Section 4. COPY OF APPEAL

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

Section 5. DECISIONS CONCLUSIVE

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

Section 6. EXHAUSTING INTERNAL REMEDIES

1. The members further consent to be disciplined in the manner provided by this Constitution and By-Laws, and under no circumstance to resort to outside tribunals until all the remedies therein provided shall have been exhausted.

ARTICLE FIFTEEN – Permanency

1. This Local shall not dissolve itself while there are fifteen (15) dissenting Members, nor shall this article of the Constitution be subjected to any alteration or amendment whatsoever.

ARTICLE SIXTEEN – Altering or Amending the Constitution

1. Proposed alterations or amendments to this constitution must be submitted in writing to the Secretary-Treasurer of the Local and signed by fifteen (15) members in good standing. Such alterations or amendments to this Constitution shall then be sent to all members in good standing for review. It will then be made available at two consecutive meetings at which it shall be discussed, without alteration or amendment. After the two review sessions, it will be balloted on by secret mail ballot, as described in Article 6, Section 5, and once a quorum of the membership is reached, must then receive the favorable vote of at least two-thirds of the members voting. No such alteration or amendment shall, however, be effective until it is endorsed by the International President.

BY-LAWS

Section 1. UNION PROFESSIONALISM

All members will at all times display the highest level of professional decorum and attitude. Members will, by positive word and deed, promote the value of the Union to both employer and fellow employee alike.

Section 2. PROMOTION

All Members shall be required, within applicable Federal, State, and Local laws, to promote and secure full employment for all members of this Local.

Section 3. JOB ACTION

Members of this Local shall at all times, obey the instructions of the Business Manager, members of the Local's Executive Board, or the International, as they pertain to any job action.

Section 4. MEMBER RESPONSIBILITIES

Members are responsible for attending meetings, being involved, paying obligations promptly, notifying the Local when a change in working status, following the lawful instructions of the Executive Board, International officers, or superiors on the job, and taking advantage of orientation, training, and professional advancement programs offered by the Local our outside source.

Section 5. WORKING

Members shall report all contact with productions, or potential productions, to the Local, understand the contract and working conditions of the same, handle grievances in the appropriate manner, not work for less than rates or conditions as set forth in the contract, follow the instructions of department heads, be responsible for their working environment, and report wages in an honest fashion.

Section 6. ARBITRATION/GRIEVANCE

The arbitration and grievance process for employee/employer problems will be resolved based on the contractual procedures as outline within the individual contacts. The Business Manager will work to resolve all differences in a timely fashion and report the outcome to the membership.

Section 7. CONDUCT UNBECOMING A MEMBER

Conduct unbecoming a member or that which is contrary to trade unionism, or that which would bring discredit to this Local or the Alliance, shall be an offense against this Local, and upon being found guilty thereof after trial, the offending member shall be liable to such penalty as the Local may see fit.

Section 8. MEMBERS OF COMMITTEES

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

Section 9. SUMMONS

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

Section 10. ADDRESS OF MEMBERS

Any member, on changing his residence, shall notify the Secretary-Treasurer immediately. Any notice sent to the last address as shown on the books of the Local shall be deemed legal and sufficient notice.

Section 11. DONATION OF SERVICES

No member shall be permitted to donate his services gratis except by permission of the Business Manger under penalty of a fine.

Section 12. ALTERATION OF BY-LAWS

Proposed alterations or amendments to these By-Laws must be submitted in writing to the Secretary-Treasurer of the Local and signed by fifteen (15) members in good standing. Such alterations or amendments to the By-Laws shall then be sent to all members in good standing and by publication in the next scheduled newsletter, then receive a reading at a regular meeting after which it shall be discussed and balloted on by postal ballot and must receive the favorable vote of at least two-thirds of the membership voting. No such alteration or amendment shall, however, be effective until it is endorsed by the International President.

Section 13. BAD CHECKS

It shall be the responsibility of the member to make whole the Local, any check that fail to clear the bank, i.e. "bounced" or NSF check.

RULES OF ORDER

Order of Business for All Meetings

1. Opening of the meeting
 - A. Call to Order
 - B. Moment of Silence (if necessary)
2. Roll Call of Officers
3. Introduction of visiting members and distinguished guests
4. Approval of the minutes or preceding sessions
5. Secretary-Treasurers report
 - A. Communications
 - B. Bills
 - C. Treasurer's report/Trustee's report
6. Other Executive Board Member's reports
 - A. President
 - B. Vice President
 - C. Business Manager
 - D. Area Representatives
7. Reports from Committees
 - A. Membership Committee
 - B. Other Committees
8. Unfinished business
9. New business
10. Good and Welfare
11. Closing of the meeting

STANDING RULES

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