

# LOCAL 325, AMERICAN FEDERATION OF MUSICIANS BYLAWS

(Updated 18 November 2024)

## **ARTICLE I: Title, Objects and Jurisdiction**

**SECTION 1.** The Local Union shall be known as the Musicians' Association of San Diego County, California, Local 325, of the American Federation of Musicians of the United States and Canada.

**SECTION 2.** The purpose of this Association shall be:

- (a) to unite, and to provide services to, the professional musicians within its jurisdiction who are eligible for membership without regard to race, religion, creed, color, national origin, age or sex;
- (b) to organize the unorganized professional musicians in its jurisdiction;
- (c) to secure improved wages, hours, working conditions and other economic advantages for the professional musicians in its membership and to establish terms and conditions for equitable and fair dealing among its members. A violation of the laws of the American Federation of Musicians will be considered a violation of the Bylaws of this Association.

**SECTION 3.** The jurisdiction of this Association shall be San Diego County and any additions, deletions or changes which may be mandated by the American Federation of Musicians.

**SECTION 4.** Delegation of Authority. All laws of the Association and the policy of enforcement of same shall be promulgated by the membership-at-large, acting at any Regular or Special Meeting as hereafter stated in the Bylaws. In the interim between such meetings, the Board of Directors shall be empowered to interpret such laws and policies as hereafter stated in the Bylaws. In the interim between Board Meetings, the President, with the concurrence of any two (2) major Officers or Members of the Board, is vested with the authority to decide all controversies, questions or other matters involving the interests of the Association, except the changing of the published Wage List, always subject to the decision of the next Board of Directors Meeting.

**SECTION 5.** AFM Status. The Local shall be an affiliated Local of the American Federation of Musicians, herein referred to as the "Federation." The Bylaws of the Local shall be subject to and subordinate to the Bylaws of the Federation, and whenever conflict or discrepancy appears between the former and the latter, the latter shall prevail.

## **ARTICLE II: Membership**

**SECTION 1.** All performers of musical instruments (of any kind) and vocalists, 16 and over, who render musical services of any kind for pay, are classed as professional musicians and are eligible for membership if they reside in the territorial jurisdiction of this Association, subject to the laws and jurisdiction of the AFM. For applicants under the age of 16, refer to the International Bylaws.

**SECTION 2.** Applicants for membership who are former members of this or any other AFM Association, or are currently members of any other AFM Association, or are subject to the claim of any other AFM Association, will be treated in accordance with the International Bylaws of the AFM relating to affiliation as former, transfer or traveling members.

**SECTION 3.** Applicants for membership are required to complete the AFM approved application form in the presence of the Secretary-Treasurer or his/her designee and deposit the required fees and dues for membership. The Board of Directors may, at its discretion, grant permission for these amounts to be paid in installments. But, in such cases, the applicant's membership is conditional until the full amount is received.

**SECTION 4.** An applicant shall become a member of this Association upon approval of his/her application by a majority of the Board.

**SECTION 5.** Anticipation. An applicant for membership or reinstatement, pending admission to membership, may perform with members for a maximum period of thirty (30) days in anticipation of approval into membership.

**SECTION 6.** Dues. If election to membership of a candidate takes place within the last thirty (30) days of a quarter, dues shall start from the following quarter. Membership shall in all cases date from the issuance of a card.

**SECTION 7.** Dues Card. The printed card or certificate of membership, with the correct receipts for dues stamped thereon, shall be the only passport to professional work.

**SECTION 8.** The Board may cancel the application, together with the indebtedness, of any applicant who is delinquent in the payment of his/her admission fee. The dues of such applicants must be paid for the term of his/her membership and all monies paid on his/her admission fee shall be forfeited. Such members may rejoin as new members at the discretion of the Board.

**SECTION 9.** Erased member. Any member (resident or non-resident) who is in arrears as of July 1 shall be dropped from the roll. When a member has been dropped and desires to become a member, he/she must pay such fees for reinstatement as may be determined by the Board.

**SECTION 10.** Suspended members. Any member who has been suspended from privileges of membership for non-payment of dues, fines, assessments, or any demand of the Association shall, during such suspension, be held amenable to the laws of the Association, and any penalty imposed must be complied with before reinstatement. During such suspension, all rights of membership are forfeited until such time as the said dues, fines or demands are fully paid or satisfied.

**SECTION 11.** Expelled members. Reinstatement of expelled members shall be made by the Board and its decisions on such cases are subject to the laws of the AFM.

**SECTION 12.** When a member resigns from the Association, his/her resignation shall not be accepted until he/she has paid all just demands to date and is without any charges pending wherein he/she may be implicated either as a witness or a defendant. Should such member desire to join again, he/she must apply as a new member and pay the necessary fees, his/her application being subject to the laws of the AFM.

**SECTION 13.** Resigned, expelled, suspended, or erased members shall forfeit the benefits of membership and all rights in the funds and property of the Association.

**SECTION 14.** Any member of this Association who has been a full member continuously of the AFM for thirty-five (35) years, and has reached the age of sixty five (65) shall be eligible for life membership in the Association. It shall be the responsibility of the candidate for life membership to request that honor and to ascertain his or her eligibility for that honor. This Bylaw shall become effective January 1, 1997.

**SECTION 15.** Musicians' Club. The Musicians' Club of San Diego is a corporation organized under the laws of the State of California, by members of this Association for the purpose of uniting the professional musicians of San Diego into a social body with corporate powers, as set forth in the Articles of Incorporation now on file in the Office of the Clerk of San Diego County, California, file number 233752.

**SECTION 16.** Membership in the Musicians' Club. Every member of this Association is required, during the whole time membership is held in this Association, to be and remain a member of said Musicians' Club of San Diego.

**SECTION 17.** Honorary Members. Eminent composers or instrumentalists who, through any active deed, have distinguished themselves for the benefit of the Association or the musical profession shall be eligible for Honorary Membership in this Association. If recommended by the Board to the Association at large and receiving a two thirds (2/3) majority vote of the members then and there present, that person shall have his/her name entered on the roll of honor.

**SECTION 18.** Youth Members. Any applicant for membership who has not attained his/her 21st birthday and who does not hold Youth Membership status in any other Local of the Federation shall be classified as a Youth Member and shall be exempt from all Initiation Fees (Local and Federation). Youth Members shall be subject to the same obligations and rules - including all dues, fees and assessments other than Initiation Fees - and shall be entitled to the same privileges and benefits as all other members.

### **ARTICLE III: Duties of Officers and Representatives**

No Officer or member who is employed full time by the Association shall contract or be a party to contracting any engagements currently covered by a collective bargaining agreement. Officers and full-time employees of the Association who are predominantly engaged in the music industry as sidemusicians and only sporadically or minimally engage, book, or contract Local members may be permitted to do so providing the work has not been obtained in their official capacity such as from the Local's referral service.

### **SECTION 1. Officers - General**

(a) The Officers of this Association shall consist of a President, Vice President, Secretary-Treasurer/Business Representative, five (5) Executive Board Members, all of whom shall constitute the Board of Directors, and three (3) Trustees.

(b) The Board is authorized to appoint such additional personnel, including full-time and/or part-time Business Representatives, as it shall deem necessary to properly carry on the business of the Association. The Board shall fix the salaries of any such employees or representatives.

(c) The Business Representative shall perform such duties as may be required by the Board. He/she must render a report of his/her activities to the Board.

(d) For the purpose of investigation and information, the Business Representative shall have power to summon to the office any member of the Association, such summons to be in force and effect as orders issued by the Board of Directors. A record shall be kept of all such summons issued and reported to the Board of Directors.

### **SECTION 2. President Duties of the President**

#### **The President Shall:**

(a) Preside at all meetings of the membership and of the Board and enforce due observance of the Bylaws.

(b) Convene all Regular and Special Meetings of the membership and of the Board and decide all disputed points of order unless a two thirds (2/3) majority of the votes cast dissent there from. The President's vote shall be recorded in each case but tallied only in the case of a tied vote.

(c) Be authorized to sign all checks, bills and agreements, or orders for the payment of money in the absence of the Secretary-Treasurer/Business Representative.

(d) Appoint all committees with the exception of Collective Bargaining Committees, the Legislative and Wage List Committees.

(e) Represent the Association at the conventions of the AFM as one of the delegates to which the Association is entitled.

(f) Participate in all collective bargaining negotiations between the Association and area employers.

(g) Administer, with the Secretary-Treasurer/Business Representative, all collective bargaining agreements entered into between the Association and area employers.

(h) With the Secretary-Treasurer/Business Representative, consult the Association's legal counsel on an as needed basis regarding the interpretation/drafting of contract language and formal correspondence to area employers.

(i) Coordinate negotiation meetings between the Union, Players' and Orchestra Committees and area employers.

### **SECTION 3. Vice President**

It shall be the duty of the Vice President to perform the duties of the President in his/her absence. In the case of the death, disqualification or resignation of the President, the Vice President shall succeed to the office of President and hold the office for the remainder of the term.

### **SECTION 4. Secretary-Treasurer/Business Representative**

#### **I. Duties of the Secretary**

#### **The Secretary Shall:**

(a) Cause to be delivered or mailed all summons or requests to appear before the Board.

(b) Give notice to the membership of all regular and General Membership meetings of the Local, and the announcement of any Legislation or Wage List recommendations, if scheduled, to be acted upon at a General Membership meeting.

(c) Be responsible for meeting annual Federal and State reporting requirements including not-for-profit Forms 990, 199 and the U.S. Department of Labor Form LM-2, for both the Association and the Club.

(d) Receive all applications and fill out all certificates of membership, receive and issue transfer and traveling cards, and attend to all matters pertaining to same.

(e) Report to the Board the names of delinquent members and the amounts due at the first meeting of each quarter, or more frequently as the Board may direct.

(f) Publish in the "Sound Post" the names of all suspended, erased, expelled or reinstated members, such notice to be considered legal notice to the members.

(g) Attend all meetings of the Association and the Board keeping correct minutes of all proceedings.

(h) Be responsible for handling all correspondence and communications of the Association, and for maintaining a current Wage List, Directory and Bylaws.

(i) Transfer all Association books, papers, funds and assets in their possession, without encumbrance, to their successor upon vacating the office.

(j) Act as Chairman of Local 325's TEMPO and act as its Accredited Correspondent to the International Musician.

(k) Upon request, provide any member in good standing of the Association with a copy of any current collective bargaining agreement that has been negotiated by the Association. The requested document(s) shall be provided within three (3) business days. Previous and expired agreements shall be provided subject to their availability.

(l) Be the managing editor of Local 325's official bulletin, the "Sound Post," and be responsible for its prompt issue and keep a complete and itemized account of all expenses incurred and revenues realized for each issue. The "Sound Post" shall be published and mailed the first week of every third month, effective February 2004.

(m) Review all articles/correspondence for inclusion in the "Sound Post." All members may express freely their opinions and views, so long as their articles are signed with the author's real name. In the isolated instance wherein a dispute arises over the impropriety of publishing an opinion or view, the decision whether or not to exclude a writing will be made by a panel of three (3) composed of the Secretary-Treasurer, President, and the Vice President.

(n) Supervise the maintenance and upkeep of the Association's web site, promusic325.com.

(o) Supervise janitorial services of Local 325's building, and the purchase of janitorial supplies on an as needed basis.

(p) Be responsible for the upkeep and maintenance of Local 325's building and landscaping on a daily basis.

(q) Report to the Board any needed urgent repairs/upkeep to the building.

(r) Monitor tenants who occupy space in Local 325's building.

(s) Be the designated supervisor of the Local's Office Manager, pursuant to Local 325's collective bargaining agreement with the Office and Professional Employees International Union.

## **II. Duties of the Treasurer**

### **The Treasurer Shall:**

(a) Be solely responsible to receive all monies due the Association and to the Musicians Club of San Diego County, a subsidiary of the Association.

(b) Handle all Federation funds, collect all dues and fines from members, and deposit all funds, from whatever source derived, in institutions designated by the Board in the name of the Musicians Association of San Diego County, or the Musicians Club, where applicable.

(c) Pay salaries, obligated employee expenses, insurance, pension, expense accounts and all monies due to the American Federation of Musicians National Office in a timely manner.

(d) Pay all loan payments in a timely manner.

(e) Present other bills or obligations to the Board for approval for payment.

(f) Report all disbursements and receipts in a detailed Financial Report at each regularly scheduled Board meeting.

(g) Report to the Board any excess of funds left over in the Association General Fund or Musicians Club Fund from the previous month and transfer such funds as directed by the Board. Should the Association General Fund account be less than required to pay obligatory expenses, the Board shall authorize transfer of funds in its control to the General Fund account to provide funds to cover the amount needed to pay these obligations.

(h) Keep an accurate and current account of the properties of the Association and of the Musicians.

(i) Make certain that the properties of the Association and of the Club are properly insured.

(j) Invest Association and Club funds in a manner consistent with prudent accounting practices, with the concurrence of the Board and the President.

(k) Keep an account of receipts and disbursements in such form as will show the financial condition of the Association. These accounts shall be open for inspection by the Board or any member at any time.

(l) Be covered under a surety bond, in case of financial loss. The bond will be financed according to prevailing practices.

(m) Present a statement of the financial condition of the Association to the membership prior to the end of the first quarter of each year and when required by the Board, or other authorized persons, produce for inspection all books, papers, documents, or other property of the Association in their possession.

(n) Prepare and submit ninety (90) days prior to the end of the fiscal year an Annual Budget to the Board.

## **III. Duties of the Business Representative**

### **The Business Representative Shall:**

(a) Participate in all collective bargaining negotiations between Local 325 and area employers.

(b) Administer, with the President, all collective bargaining agreements entered into between the Association and area employers.

(c) With the President, consult Association's Legal Counsel on an as needed basis regarding the interpretation/drafting of contract language and formal correspondences to employers.

- (d) Draft and file grievances arising out of violations of Local 325's collective bargaining agreements with employers.
- (e) Represent Local 325 in initial grievance settlement conferences with area employers.
- (f) Assist Local 325 Legal Counsel in preparation for arbitration hearings arising from unresolved grievance proceedings.
- (g) Coordinate, with the President, negotiation meetings between the Union, Players' and Orchestra Committees and employers.
- (h) **The Business Representative shall, upon request:**
  1. Provide Wage List (scales) information to Contractors and members.
  2. Prepare complete written scale quote summaries of the Local's various Wage List categories for Contractors.
  3. Draft contracts for Contractors.
  4. Refer the Local's live music groups to the public.
  5. Address questions about AFM membership to prospective members.
  6. Mediate disputes between members or between members and employers, as in compliance with the Bylaws of the Association and/or public law.
  7. Perform such other duties as the Board of Directors might assign from time to time.

**SECTION 5. Board of Directors**

(a) The Board of Directors (Board) shall be composed of the President, Vice President, Secretary-Treasurer/Business Representative, and five (5) Directors.

(b) It shall have authority to set its exact hour and place of its meetings, except for those on special call by the President. Six (6) members of the Board present shall constitute a quorum. If a quorum is not present, the members of the Board present shall have the power to make up the required quorum by appointing any full members of the Association available who are in good standing, such appointments to serve for that meeting only. All business transacted at such meeting shall be the legal action of the Board of this Association. By prior unanimous consent, the Board may conduct a meeting via electronic technology, provided that the conduct of such meeting conforms to the policy of the AFM International Executive Board governing Local Union electronic meetings.

(c) The Board shall exercise general supervision of the interests and affairs of the Association and its properties. They shall approve the annual budget of the Association, revised as they deem necessary, and charge the Secretary-Treasurer to make timely payments for all budgeted expenses and account for funds so disbursed as well as income received. They shall pass upon all applications for membership and appoint all standing committees.

(d) In the case of a vacancy, except for the office of President, the Board shall have the authority to fill such a vacancy in accordance with Article VIII, Section 5.

(e) 1. They shall interpret and enforce the Bylaws and Wage List of the Association, conduct all investigations and hold all trials, and may impose, reduce or remit fines, and impose the penalty of suspension or expulsion.

2. They shall interpret and decide upon the enforcement of contracts, and may decide controversies between members, and between members and outsiders, in any matter touching the interests of the Association. In cases of dispute as to the capability of members, the Board shall decide the matter as it may deem proper. In all such cases the Board shall be empowered to appoint a committee of not less than three (3) to examine such member or members and pass upon their qualifications to perform a specific engagement.

3. They may call for documentation and summon members to appear before them and give testimony. Members may be required to testify under oath before any public Officer authorized to administer oaths if the Board shall deem it necessary.

4. All decisions, rulings, resolutions, laws, etc., rendered by the Board shall be obeyed as the laws of the Association until reversed or amended by the Association at the next Regular Meeting, and unless so reversed or amended they will stand as the laws of the Association and will require the same process to change as is required of any part of the Bylaws, subject in all cases to the provisions of Article VI, Appeals. No action of the Board arising out of a violation of the Bylaws, the enforcement of the Wage List, or the interpretation of contracts, can be altered in any way by the Association unless an appeal has been taken as per Article VI.

(f) The Board shall have authority to appoint Assistant Business Representatives to visit places in its jurisdiction where musicians are performing. It shall have authority to fix their wages and expenses and receive reports of their activities.

(g) The Secretary-Treasurer shall record in the minutes of every Board meeting the vote of each member. Any member refusing, when requested to vote by another member on any question before the Board, shall forfeit his/her office.

(h) The seat of any Officer neglecting to attend two (2) consecutive meetings of the Board without sufficient cause shall be declared vacant and the Board shall proceed as in Article VIII, Section 5.

(i) Should any member of the Board be a party at interest in any investigation, complaint, charge, or decision, then during the deliberations on such matter such member shall not be present and have no vote.

(j) The Board shall have the power to grant any Officer a Leave of Absence from his/her duties, should the circumstances warrant, or to accept a resignation and proceed as in Article VIII, Section 5.

(k) The Board of the Association is a permanent body, and in the event that the personnel of the Board shall be changed in whole or in part by resignation, expirations of term of office, or any other cause, all business of any nature which is unfinished in the files of the Board as constituted prior to such change shall be continued and carried over to the Board as newly constituted, with full power to decide and act.

#### **SECTION 6. Trustees**

- (a) The Trustees shall be three (3) in number and shall be elected by the members at each regular election.
- (b) They shall maintain the Local's Group Life Insurance Fund.
- (c) They shall collect the members' insurance premium from the Secretary-Treasurer and deposit same in a local bank.
- (d) They shall pay the monthly Group Insurance premium each month.
- (e) Bank withdrawals must be signed by any two (2) of the three (3) Trustees.
- (f) The Trustees shall invest the Trust Funds in a manner to receive the best financial return in accordance with sound investment principles.
- (g) The Trustees shall serve without pay and may not hold any other elective office.
- (h) The Trustees shall make a report of the Group Insurance Fund status at the February General Meeting.

#### **SECTION 7. Delegates**

(a) The President and the Secretary-Treasurer/Business Representative by virtue of their offices shall represent the Association as automatic delegates to the National Convention, the Western Conference and to all other labor bodies with which the Association may be affiliated.

(b) Additional delegates (other than those sent to the National Convention and the Western Conference) shall be elected by the Board and shall receive such remuneration as the Board may decide.

(c) When duly elected delegates attend that National Convention and Western Conference, the Association shall defray the cost of air transportation to and from the Convention and Conference, plus such remuneration as the Board may decide. Any Officer of this Association receiving a monthly or weekly salary, and who is elected to represent this Association as a delegate to any convention of the AFM shall have his/her salary continue in effect while attending the convention.

(d) Two (2) delegates shall be sent to the National Convention and at least one (1) delegate shall be sent to the Western Conference. There shall be two (2) Alternate Delegates elected on the first Tuesday in December of every odd year at the General Election. The candidate with the highest number of votes shall be the first alternate. The candidate with the next highest vote shall be the second alternate.

(e) A delegate once elected shall not be withdrawn except for just cause in accordance with Article VI of the Bylaws.

#### **SECTION 8. Officer's Compensation, Benefits, Etc.**

(a) The President's compensation shall be one hundred thirty-three dollars and fifty cents (\$133.50) per day [January 23 2023] and assumes only a minimum performance of four (4) hours daily. The Secretary-Treasurer/Business Representative's compensation shall be two hundred sixty-nine dollars and 23 cents (\$269.23) per day [January 2023] and assumes only a minimum performance of seven (7) hours daily. Overtime shall be paid at the current hourly rate up to five (5) hours per week. Overtime to be paid for 5 hours or more per week shall be at the discretion of the Board. Time reports (or other documentation) supporting overtime charges shall be filed in the Business office and available for review by Association officers.

(b) Adjustments to the officers' compensation will be made by recommendation of the Board of Directors and a majority vote of the Association at any General Meeting.

(c) Ideally, the President, Secretary-Treasurer/Business Representative will work five (5) days per week. Extreme circumstances, however, may dictate a reduction in days to be worked by any salaried Officer. In those instances, the Board, with a two thirds (2/3) majority, may reduce the number of days the Officers are required to perform.

(d) Compensation for other Board Members shall be one hundred twenty dollars (\$120.00) per session [March 2023] without regard to the number of hours spent in session. Individual Board Members have the right to waive compensation in part or in total. Board Members shall be compensated half (1/2) the regular stipend, sixty dollars (\$60.00), for up to two (2) missed meetings.

(e) Compensation for members of Standing Committees, and of any other committee appointed to serve this Association, shall be at the rate of half (1/2) the compensation for Board Members (other than the President, Secretary-Treasurer and Business Representative) without regard to the number of hours spent in session.

(f) Vacations: The President, Secretary-Treasurer or appointed Business Representatives and Directors shall be granted two (2) weeks' vacation upon employment which should be used during that year. This provision applies

retroactively to all current officers. Two weeks' vacation shall be granted on the anniversary of each subsequent year of employment, to be used during that year. Vacations shall be taken at times mutually agreeable between the individual taking the vacation and the Board. Any Employee who has accrued vacation equal to or exceeding the two-week accrual permitted hereunder, shall accrue no further vacation until such time as that Employee's accrued total vacation is less than the two-week specified herein. The President, Secretary/Treasurer and Business Representative shall be paid the usual per diem compensation as stated in section 8 (b) of these Bylaws for each day of vacation, based on a five (5) day week. The Directors shall be paid on one half (½) compensation as stated in section 8 (e) of these Bylaws for each day of vacation, based on a one-day week.

(g) Sick leave: All Officers and Board Members shall accrue sick leave at the rate of two (2) weeks per calendar year served. No Officer or Board Member may accrue more than six (6) weeks' sick leave at any time. The President, Secretary/Treasurer, Business Representative shall be paid their respective usual per diem compensation as stated in section 8(b) of these Bylaws for each day of sick leave, based on five (5) day week. The Directors shall be paid one half (1/2) compensation as stated in Section 8 (e) of these Bylaws for each day of sick leave, based on a one-day week. Upon termination of office, unused Sick Leave shall be forfeited.

(h) Board Members shall be paid for meetings not attended when on unpaid Union Business. For all other absences, such as deaths in the family or other emergencies, pay shall be at the discretion of the Board of Directors.

(i) Requests for Board Members' days off must come from the Member and shall be at the discretion of the Board of Directors.

(j) The Board of Directors meeting day, which would normally occur between Christmas Day and New Year's Day, is declared a holiday without pay for Board Members.

### **SECTION 9. Local 325, AFM Code of Conduct**

Local 325, AFM is committed to insuring, to the maximum extent possible, that official meetings and events under the authority of Local 325, AFM be conducted in a respectful environment free of discrimination and harassment, regardless of an individual's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law ("protected characteristic"). Local 325, AFM expects that all Local 325, AFM members in attendance at such meetings to respect other individuals and groups and their views and to recognize and value individual differences.

Local 325, AFM is an entity that values open and vigorous discussion on issues, accordingly, this Code of Conduct is not intended to restrict free and open debate, but to prevent unacceptable behavior that infringes upon the rights, views, and differences of other individuals or groups.

The Code is not intended to cover any employment relationship or issues between employers and employees that may be covered by an anti-harassment/anti-discrimination policy and various laws nor is it intended to cover Local Union or Conference events; rather it is intended to cover conduct by Local 325, AFM persons in attendance at Local 325, AFM organized events. Local Unions and Conferences are encouraged to adopt their own Codes of Conduct.

#### **Discrimination:**

It is discrimination to make any harmful decision or judgement based on another person's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law.

#### **Harassment:**

Harassment consists of unwelcome verbal, visual, or physical conduct that is based on another person's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law. It may include, but not be limited to, actions such as use of epithets, slurs, negative stereotyping, jokes, or threatening, intimidating or hostile acts that relate to sex, race, age, disability, or other protected categories. Harassment may also include written or graphic material that denigrates or shows hostility toward an individual or group based on protected characteristics, whether that material is sent by email, placed on walls, bulletin boards, computer screens or other devices, or elsewhere on the premises of the activity, event, or meeting.

**Sexual Harassment:**

Sexual harassment is harassment that can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. It can involve conduct by a person on any gender toward a person of any gender.

**Implementation:**

At all Local 325, AFM events, there shall be a person to whom complaints may be directed (“the Designated Person”). The Designated Person for Local 325, AFM Conventions and for PCC/LCC meetings shall be Local 325, AFM Secretary Treasurer or his or her designee. The Designated Person for all national negotiations and related caucuses shall be the negotiating chair. At other Local 325, AFM events, the Designated Person shall be the most senior BOARD OF DIRECTORS member in attendance. If at any Local 325, AFM event the person who is the subject of the complaint is the Designated Person, the Designated Person for such complaint(s) shall be the International Secretary Treasurer who, if not present at the Event, may be reached by telephone at the Federation offices. Any member attending a Local 325, AFM event who is subjected to what s/he believes in good faith to be Unacceptable Behavior under this code of Conduct may report the complaint to the Designated Person. If that Designated Person is not available, the complaining member may inform any other Local 325, AFM officer at the event, who will work with the Designated Person to respond to the complaint.

Local 325, AFM takes these complaints seriously. The Designated Person will investigate the complaint, including talking with the subject(s) of the complaint. Following the investigation, Local 325, AFM, at its discretion, make take any action deemed appropriate. Possible responses may include a warning to the alleged offender from Local 325, AFM event, or discipline consistent with the procedures set forth in Articles 10, 11 and 12 of the AFM Bylaws if the alleged offender is a Local 325, AFM member.

If needed or requested, the Designated Person will help complainants contact security or local law enforcement, provide escorts, or otherwise assist complainants experiencing unacceptable behavior to feel safe for the duration of Local 325, AFM event.

Any complaint brought will be treated confidentially to the extent possible to properly assess the situation. Local 325, AFM will take all appropriate steps to ensure that the complainant is no longer subject to the unacceptable behavior.

Local 325, AFM will not tolerate retaliation against any individual who complains of unacceptable behavior under the Code of Conduct. It will take every step necessary to ensure that the retaliation does not occur, and if it believes that retaliation has occurred, Local 325, AFM will take any action deemed appropriate to stop the retaliation.

While preserving the confidentiality of complainants, the Designated Person will periodically report to Local 325, AFM Board of Directors on the number of complaints made under this Code of Conduct and the outcome.

***ARTICLE IV. Duties of Members***

**SECTION 1.** (a) Any violation of any Article, Section or Paragraph of the Bylaws or Wage List of this Association shall be considered a breach of good faith and fair dealing and will subject the offender to such penalties as the Board shall determine if found guilty.

(b) Any member guilty of a breach of good faith and fair dealing with this Association or any of its members, or acting in any way detrimental to the interests, standing or objectives of this Association shall be subject to fine, suspension or expulsion at the discretion of the Board.

**SECTION 2.** It shall be a breach of good faith and fair dealing for any member to give a non-member any information relative to any business of this Association, if such information would divulge any of the private proceedings or unfinished business of the Association.

**SECTION 3.** It shall be the duty of every employee member of this Association to refuse to perform in any musical unit, or other organization in which employees of the same employer perform who are not members in good standing. However, the Board may grant permission in the following cases only, with the proviso that members shall not perform or rehearse

with (1) any suspended, erased, or expelled member of the AFM, or (2) with any organization which contains non-Federation musicians who individually or as a group enter into competition against this Association:

- (a) In the case of organists of churches and societies, and directors of operatic or singing societies, when acting in their respective capacities as such.
- (b) Soloists, quartettes, quintets, etc., who play only their own series of concerts.
- (c) Non-competitive amateur orchestras giving concerts for their own benefit.
- (d) Non-competitive organizations who, by written agreement between themselves and this Association, are acting in harmony with this Association.

**SECTION 4.** (a) In all cases where non-members are employed by employer members of this Association, such non-members must be paid the full rates as stipulated in the Wage List.

(b) In case of a season or steady engagement, if non-member employees are engaged, such non-member employees must become members of the Association within a thirty (30) day period.

**SECTION 5.**(a) The published Wage List covering the services of members may not be changed nor amended except by action of a General Meeting of the membership called for that purpose. Any proposed changes and amendments shall first be submitted to the Wage List committee, who shall render an opinion, and refer same to the next General Meeting. The Board of Directors shall have the authority to establish new wage scales for any services not covered by the published Wage List, such new scales to be referred to the next General Meeting for approval, amendment, or rejection.

(b) In the event of any inconsistency between the published Wage List and any collective bargaining agreement negotiated under authority of Article IV, Section 29, of these Bylaws, the terms of the collective bargaining agreement shall prevail.

**SECTION 6.** No member shall offer, pay, or accept less than the stipulated rates of the Wage List. Any member found guilty of quoting, accepting, or performing under scale will be subject to a fine of not less than \$100.00 nor more than \$250.00 at the discretion of the Board.

**SECTION 7.** No member shall play any engagement operated in any manner under a cooperative percentage or share plan, except with the concurrence of the Board.

**SECTION 8.** Under no circumstances shall any member volunteer his/her services at any time or place, without the permission of the Board. Applications for the voluntary services of members must be made in writing by the parties for whom the services are to be rendered, or the committees or organizations having charge of the occasion.

**SECTION 9.** (a) Every Member, Leader, Contractor or Employer shall be required to pay all sums due to Members engaged by him/her for any casual engagement within two (2) weeks from the date of performance. This is to be done regardless of whether or not he/she has been paid by the Purchaser of the music.

(b) Members contracting to furnish musicians for any occasion, and failing to collect the money for said engagement, shall be held personally responsible to the musicians engaged for the pay for such engagement.

**SECTION 10.** When a member has money due him/her for just salary from any employer, Contractor, Leader or agent, and is unsuccessful in collecting it within two (2) weeks' time, he/she shall notify the Secretary-Treasurer by signed, written statement, with full details and information as needed.

**SECTION 11.** Upon notification to the Board by a member of the orchestra engaged, it shall be their duty to investigate and compel (if deemed advisable) a deposit in advance of one (1) weeks' salary, or a satisfactory guarantee for the entire orchestra. Same to be returned when all members are duly paid.

**SECTION 12.** Tips or gratuities presented to musicians performing at any place must be divided equally among the members of the orchestra or band engaged and shall in no case be turned over to any proprietor, manager or other person. Such tips or gratuities must not be accepted as part or full payment of wages.

**SECTION 13.** Guidelines for Performing with Academic and Community Performing Groups:

I. Academic Institutions

A. On-campus performing groups:

- 1. Live performances - no restrictions
- 2. Recordings:

a. No restrictions if done in compliance with the "Music Code of Ethics" Section 1.8.

All other recordings under control of Board.

- B. Off-campus performing groups - by approval of Board:
  - 1. Board to be guided by the "Music Code of Ethics."
- II. Community music groups (not related to an academic institution)
  - A. Under control of Board.

### ***Engagements***

**SECTION 14.** In all cases of engaging musicians, the principal shall be held responsible for actions of his/her agent.

**SECTION 15.** No member shall be replaced for: (a) taking reasonable and proper precautions to ensure payment of salaries when such may appear insecure, (b) rightfully demanding his back salary, (c) upholding any of the Bylaws of this Association.

**SECTION 16.** No member shall solicit, accept, or play any engagement which is under a written indefinite agreement with a member of this Association, except (1) by permission of that member, (2) when the member is on notice to close, or (3) by permission of the Board. Clearance must be obtained from the Board in any case.

**SECTION 17.** Soliciting engagements or passing out or distributing business cards by any member, while in the employ of any other members, shall be deemed a breach of good faith and fair dealing.

**SECTION 18.** Members are strictly forbidden to make any inducement that is at variance with the objects of the Bylaws.

**SECTION 19.** (a) In all places of employment where the services of members are a continuing part of the operation of the establishment, and wages for same are paid by the management, such engagements shall be classed as "steady" engagements.

(b) On all engagements a contract or agreement must be on file in the office PRIOR to the engagement. Failure to file said contracts will subject the Leader to a fine of not less than \$10.00 nor more than \$100.00 at the discretion of the Board.

(c) Members receiving notice of termination of a steady engagement must report same to the Business Representative within forty-eight (48) hours. Failure to file such notice will subject the member to a fine of not less than \$10.00 nor more than \$100.00 at the discretion of the Board.

**SECTION 20.** Any Leader, individual member, or group of members, accepting any engagement and failing to fulfill said engagement shall, if found guilty of the offense, be fined an amount to be determined by the Board, but said fine must not be less than the price of the engagement, nor more than three (3) times the price of the engagement. In case of sickness, emergency or other unavoidable cause, a capable substitute must be accepted without notice; however, unless it is mutually agreeable, sending a substitute shall be considered an offense and treated as above. Members engaging substitutes shall be responsible for their pay.

**SECTION 21.** If, for any reason, a casual engagement is postponed, the members shall hold themselves engaged for the postponed engagement whenever it occurs (subject to the conditions of Article IV, Section 22) or upon receiving notice of postponement, they may immediately notify the Contractor or Leader that they do not desire to fill the postponed engagement.

**SECTION 22.** A member once engaged for a casual engagement cannot be disengaged unless the engagement does not take place or a thirty (30) day written notice is given by member or Leader. For New Year's Eve engagements, however, a ninety (90) day written notice must be given by member or Leader. A member may give one (1) week notice to cancel a casual engagement, with the proviso said engagement is being canceled in order to accept steady employment, or because of an emergency. The Board will rule upon the legitimacy of said emergency, in case of a dispute.

**SECTION 23.** In order to terminate the services of any member employed on a "steady" engagement, a two (2) weeks' written notice, or salary for same must be given prior to midnight of the beginning date of the notice. Otherwise, first day of notice starts the day following receipt of notice. All authorized AFM contracts, other than term contracts, shall include this proviso. The notice must specify the reasons for dismissal and be delivered in the presence of at least one (1) witness. A member discharged for incompetency must be so informed before reporting for the second performance of the engagement or the customary two (2) weeks' notice must be given. The Board shall have jurisdiction as to the legitimacy of said dismissal. Notice to terminate a steady engagement must be given on or prior to the first day of the working week. The same provisions also apply to members desiring to terminate a steady engagement.

**SECTION 24.** (a) On all steady engagements where a local Leader is engaged to take charge and where the Contractor is not personally employed on the entire engagement, the Leader in charge must receive the full Leader price.

(b) On all theatrical engagements where a Contractor is employed, he/she must be present at all sessions of the engagement, or a suitable substitute employed.

**SECTION 25.** All television and radio engagements, other than remote control from regular places of employment, must be contracted for by the station. Musicians are to be paid individually by station payroll checks with proper applicable deductions. Checks are to be forwarded to Local 325 offices for distribution.

**SECTION 26.** Whenever any person, persons, organization, or establishment is placed on the Defaulter's List of the Local, it shall be considered an offense against the Association for any member to render services for or with such person(s), organization or establishment. Penalty for this offense shall be fine, suspension or expulsion, at the discretion of the Board.

### **Contracts**

**SECTION 27.** (a) All contracts or agreements must contain the following clause: "As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be so construed as to interfere with any obligations which they may owe to the American Federation of Musicians by reason of their prior obligation to the American Federation of Musicians as members thereof."

(b) Members are also advised to include in contracts or agreements the following: "As the musicians engaged under the provisions of this contract are members of the American Federation of Musicians, the employer represents that there exists no claim of any kind or nature against said employer in favor of any member of said employer to perform any provision of this agreement or render any services for said employer so long as there may remain unsatisfied or unpaid in whole or part, any claim against said employer by, or on behalf of, any member of the Federation."

(c) Any member violating the above thereby immediately suspends himself/herself from the American Federation of Musicians. Provided, that members may contract with symphony orchestras direct under such conditions as the Association may prescribe.

(d) Members of the Federation who accept engagement for bands or orchestras are responsible for the fulfilling of any contract or agreement under Union conditions, and ignorance of the terms of any contract or agreement signed by an agent shall not be valid excuse. The contract or agreement (or terms thereof) must be submitted to the Local Union for inspection in accordance with the rules of the Association. All collections for the engagement must be made by the member who furnishes the orchestra and not by the agent. All agents who go into collusion with members to defeat the object of this law shall be held to be unfair and members thereafter cannot accept engagements for or through them.

**SECTION 28.** No contract or agreement shall be taken for longer period than one (1) year, except as provided by the laws of the AFM. The Board shall have authority to refuse acceptance of any contract for engagement to be performed more than one (1) year from date of contract filing in the offices of the Association.

**SECTION 29.** (a) It is the Leader's responsibility to have a contract or agreement on file in the office prior to the commencement of any engagement. Failing to do so, he/she is subject to disciplinary action by the Board.

(b) On all engagements, when there is not a Union Leader or Contractor, one of the sidemusicians must be designated as "representative." The "representative" shall be designated by mutual agreement of the musicians.

1. It shall be the "representative's" responsibility to report all of the pertinent information concerning the engagement to the Business Agent not less than twenty-four (24) hours after the conclusion of the first service (rehearsal or performance).

2. If a "representative" is not appointed, or if the "representative" fails to report the engagement, all the musicians shall be responsible for reporting the engagement.

**SECTION 30.** Leaders or Contractors engaging musicians to leave town with opera, musical, dramatic or picture shows must, before such musicians leave town, file with the Secretary a memorandum showing the nature of the engagement and the names of the musicians engaged. A violation of this Section shall subject the Leader to a fine of not less than \$10.00 nor more than \$100.00.

**SECTION 31.** Any member, after notifying the Local that he/she has made a contract or agreement, when he/she has not made such contract, shall be subject to a fine of not less than \$50.00 nor more than \$250.00.

**SECTION 32.** No contract or agreement shall be accepted by the Association in which the proprietor, manager or agent reserves or is given the sole right to terminate the same by giving notice or otherwise.

**SECTION 33.** Members entering into contracts or agreements in accordance with the Bylaws of this Association must fulfill them unless abrogated by mutual agreement. The making of any agreement by mutual consent between members and employers MUST be submitted to the Business Representative. In the case of an employer or other person breaking a

contract or agreement with a member of this Association, the Board of Directors shall take such action as they may deem necessary to make a proper adjustment of the difficulty. Pending such adjustment no member of this Association shall render service to such employer without the permission of the Board.

**SECTION 34.** The price of an engagement must cover the services rendered by the musicians, and nothing else. If an orchestra Leader carries added attractions, such as singers, etc., the contract or agreement must show an additional charge to cover their services. Leaders, or their agents, are prohibited from furnishing singers (entertainers) free of charge on any and all engagements.

**SECTION 35.** The Board of Directors shall have the authority to negotiate collective bargaining agreements for the benefit of the Local's members and for Federation members who perform within the jurisdiction of the Local. Each member of the Local and each Federation member who performs within the jurisdiction of the Local is bound by the terms of the collective bargaining agreements executed by the Board. Similarly each employer (Purchaser) with whom the Board enters into a collective bargaining agreement is directly obligated to the extent of all the terms of that agreement to each member of the Federation for whose benefit the agreement was executed. It shall be the policy of the Board to subject negotiated collective bargaining agreements to ratification by the members who normally perform in the field of employment involved and/or the membership at large.

**SECTION 36.** In the event that a breach of contract claim of a member against a Purchaser is referred by the Local to Counsel for recovery and/or confirmation, the Local shall bear litigation costs up to the first two (2) hours of Counsel's monthly retainer fee. Litigation costs in excess of the Local's monthly retainer with Counsel will be borne by the Local; however, such excess amount(s) shall be recouped by the Local upon recovery of the claim.

**ARTICLE V. Dues, Assessments, Funds**

**SECTION 1.** (a) The admission fee for membership shall be \$37.50, plus Musicians' Club fee of \$12.50, plus applicable Federation fee, plus dues and assessments (pro-rated on a quarterly basis) for the balance of the calendar year.

(b) The dues for all regular dues-paying members shall be \$144.00 per year, plus \$24.00 per year for maintenance of the Death Benefit Fund.

(c) Life Members shall have the sum of \$1,500.00 paid to his/her beneficiary at their demise, providing that the Life Member has subscribed for, and paid the assessments thereon. Death benefit assessments for Life Members' maintenance of the Death Benefit Fund are due January 1st and are delinquent if not paid before July 1st.

The dues for all Life Members of the Association shall be \$75.00 per year plus \$24.00 per year for the maintenance of the Death Benefit Fund.

(d) The dues for all transfer members shall be on a quarterly basis.

(e) Dues Schedule (2016)

Regular Members:

Yearly

If Paid before April 1st	\$168.00
Paid between April 1 - June 30	\$178.00
Paid between July 1 - Sept 30	\$188.00
Paid between Oct 1 - Dec 31	\$198.00

Semi-Annually \$ 86.50

Quarterly \$ 43.25

Life Members:

Yearly

If Paid before April 1st	\$ 99.00
Paid between April 1 - June 30	\$109.00
Paid between July 1 - Sept 30	\$119.00
Paid between Oct 1 - Dec 31	\$129.00

Semi-Annually \$ 49.50

Quarterly \$ 24.75

(f) Delinquent members shall stand suspended from all rights and privileges of membership, including Death Benefits, until all dues, assessments, or other indebtedness have been paid. After having been suspended for non-payment, late fees shall be assessed as follows:

One Quarter \$10.00

Two Quarters \$20.00

Three Quarters \$30.00

Members delinquent for two (2) quarters shall be dropped from the membership rolls and their resumption or reinstatement shall be subject to such terms as the Board may decide. Members delinquent for four (4) quarters shall also be subject to such reinstatement fee (\$50.00) as directed by the Association and/or the Federation.

(g) Any suspended member who works an engagement after being notified by the Secretary-Treasurer of his/her suspension, shall be subject to disciplinary action as provided in Article VII, Sections 1 and 2.

**SECTION 2.** Every member shall pay additional dues of three percent (3%) on all salaries or wages received, computed in every case on the scale price of the engagement. Leaders are responsible for collection of the three percent (3%) dues from their sidemusicians, who shall file authorization cards with the Secretary-Treasurer. Failure to remit these additional dues within one (1) month of billing shall be a violation of the Bylaws and will subject the offender to fine, suspension or expulsion at the discretion of the Board.

**SECTION 3.** An assessment may be levied at any time the Association may consider it necessary. No assessment, however, shall be levied except at a Regular or Special Meeting of the Association, all members having been notified of the proposed assessment.

**SECTION 4.** All assessments levied shall be due and payable upon presentation of notice by the Secretary-Treasurer.

**SECTION 5.** All funds received from dues, fines, admission fees, donations, bequests or from whatever source derived, shall be deposited with the Secretary-Treasurer.

**SECTION 6. CONTRACT GUARANTEE FUND** (a) A special fund is hereby established for the purpose of guaranteeing payment of wages based upon scale on legally filed and applicable Local 325 contracts under dispute. In order to qualify for benefits under this plan, (1) the contract must be for a casual engagement or steady club work, (2) a contract must be on file before the engagement, (3) all members of the ensemble are to be members in good standing of Local 325.

(b) Payments from this fund will be made only (1) upon application to the Board of Directors by the Leader of the ensemble, and (2) approval of that application by the Board of Directors. These funds shall not be used for any purpose other than set forth in this Section. The Board of Directors reserves the right to grant, deny and/or ask the applicant to appear before the Board to answer specific questions related to the application.

(c) On steady engagements, the fund will pay one (1) weeks' salary only based upon prevailing scale rates. On casual engagements, the fund will pay prevailing scale rates for each single engagement successfully appealed.

(d) Leaders and sidemusicians will be required to sign an agreement prior to receiving any payment from this fund that, in the event of subsequent payment of any of the amount in dispute by the Purchaser of music, the Leader and sidemusicians will reimburse the CONTRACT GUARANTEE FUND up to the amount originally received from the fund.

(e) Should the funds in the contract guarantee fund become depleted, the Board of Directors shall have the authority to terminate the fund.

#### **ARTICLE VI: Appeals, Charges and Trials**

**SECTION 1.** All charges shall be in writing, signed by the parties or party preferring the said charges and filed with the Secretary-Treasurer, and shall show with reasonable certainty:

(a) The nature of the offense charged.

(b) The time and place of the alleged occurrence.

(c) Such further recital of facts as will be sufficient to enable the accused to know whereof he/she is charged, that he/she may properly prepare his/her defense.

**SECTION 2.** A full and true copy of all charges shall be immediately served upon the defendant by the Secretary.

If a member of this Association has left the jurisdiction, a copy of the charges and a notice to send in his/her testimony must be forwarded by mail to his/her address as appearing on the books of the Secretary-Treasurer, or at such other place, if known, as he/she may be at the time residing. A reasonable time, not to exceed thirty (30) days, will be allowed to reply to same. A notice directed to a member's address appearing on the books of the Secretary-Treasurer shall be deemed a legal notice.

**SECTION 3.** Charges must be preferred within two (2) years of the occurrence from which charges arose.

**SECTION 4.** The Board shall have full power to investigate all charges against members, call for papers and witnesses, have the power to subpoena members, remit and reduce fines, hear and decide all cases brought before them and impose fines and penalties as provided for in Article VII of these Bylaws.

**SECTION 5.** The Board may, in its discretion, decline to hear any charge presented to them until the party or parties presenting the charges shall furnish satisfactory evidence to sustain charge.

**SECTION 6.** Any member bringing a charge against another member shall be required to appear personally to substantiate the charge. The Secretary shall notify the parties and witnesses to appear, and if either party fails to appear, the party failing to appear shall lose the case by default and in case of law violations a suitable fine may be imposed by the Board.

**SECTION 7.** Any member bringing a charge against another member and being unable to substantiate the same shall be subject to a fine of not less than \$25.00 nor more than \$250.00.

**SECTION 8.** It shall be considered an offense against the Association and its representative Officers if any member called before the Board as a complainant, defendant, or witness refuses to appear or refuses to answer questions in relation to the matter under consideration. Penalty for violation of this Section may be a fine of not less than \$5.00 nor more than \$50.00.

**SECTION 9.** Any member found guilty shall have the right to appeal, first to the Board for a rehearing and/or secondly to the Association at large upon first complying with the decision of the Board, and paying the fine, if any imposed. A refund of said fine shall be made only upon the reversal of the decision of the Trial Board by proper authority. No rehearing or appeal shall be permitted or allowed unless said decision has first been complied with within thirty (30) days of notification.

**SECTION 10.** Any member wishing to appeal a decision of the Board must do so in writing, stating his/her grounds for such appeal, within thirty (30) days after receiving notice of such decision, after which time no Local appeal will be admitted.

**SECTION 11.** An appeal from the decision of the Board can only be taken to the next Regular Meeting of the Association, or may be postponed until the next following meeting, by permission of the Board. It shall require a two thirds (2/3) majority vote of the full members present at a General Meeting to alter, in any way, any actions of the Board.

**SECTION 12.** Members may be admitted to all trials at the discretion of the Board. They shall take no part in the proceedings unless summoned as complainants, defendants, or witnesses. They shall retire immediately after the hearing of evidence but may be present when the decision is announced. After the charges have been investigated the Board shall immediately go into executive session to decide the guilt or innocence of the defendant and determine the penalty or amount of judgment. In all cases the finding of the Board shall be final unless an appeal is taken under provision of Section 11.

**SECTION 13.** An appeal can be made to the International Executive Board from any decision of a Local under Article 15, "Appeals," of the AFM Bylaws. Such appeal must be filed with the Secretary-Treasurer of the Federation within thirty (30) days of the time that the appellant was advised of the decision of the Local.

**SECTION 14.** Ignorance of the law shall not be an excuse for its violation, or ground for appeal.

#### **ARTICLE VII: Punishment and Fines**

**SECTION 1.** Violation of ANY of the laws provided for in these Bylaws shall be considered a breach of good faith and fair dealing.

**SECTION 2.** Any member found guilty of a violation of any of the laws, or committing a breach of good faith and fair dealing shall be subject to a fine or suspension or expulsion from membership, at the discretion of the Board.

**SECTION 3.** All decisions or penalties of the Board must be complied with and carried out, and all fines must be paid to the Secretary within thirty (30) days from the date of being imposed, unless otherwise ordered or allowed by the Board, under penalty of suspension or expulsion from membership without further notice.

**SECTION 4.** A member may be fined by the Board for disobedience of an order of the Board, or for failure to obey a summons.

**SECTION 5.** Any Officer or member of this Local found guilty of misappropriation of funds or moneys belonging to this organization entrusted to his/her care, whether by his/her own admission or through evidence brought against him/her, shall be expelled; said expulsion not to interfere with any action of the courts.

### **Miscellaneous**

**SECTION 6.** Any place employing musicians will not be permitted to make use of that music over wire to any other location.

**SECTION 7.** Any member coming on any engagement in an improper condition may be dismissed by the Leader and upon charges being preferred, shall be subject to a fine to be determined by the Board. In case of dispute the Board shall decide whether a member dismissed under this section shall forfeit his/her pay for the engagement, provided that where money is collected for a member's services, it must be paid to him/her.

**SECTION 8.** Any member depriving or threatening to deprive another member of employment on account of the latter reporting infractions of the Bylaws or on account of any testimony he/she may have given or be about to give before the Board, shall be subject to fine, suspension or expulsion.

**SECTION 9.** Any member of this Association who does anything tending to injure the earning capacity of any member or tending to injure a member in regard to any engagement or business in the musical profession shall be disciplined as the Board may determine.

**SECTION 10.** A member blacklisting or refusing to engage another member or threatening to do so, for accepting any engagement with any other member, shall, if found guilty, be fined not less than \$50.00 nor more than \$250.00 and is subject to expulsion.

**SECTION 11.** All matters pertaining to traveling or transfer members are subject to the International Bylaws of the AFM.

**SECTION 12.** Any member who leaves or has left the Association to accept employment in establishments under boycott or to assist in any way to injure the interests of the Association, shall not be admitted to membership again, except upon the payment of the reinstatement fee and in compliance with all the necessary obligations required under the laws of the AFM.

**SECTION 13.** It shall be the duty of every member to maintain their legal address, email address, and phone number with the Secretary.

**SECTION 14.** Any member using disrespectful or vulgar language or acting in a disrespectful or disorderly manner at any meeting of the Association, Board of Directors or in the office of the Secretaries, or in the hall of headquarters of the Association, or who willfully damages, defaces or destroys any of the property of the Association in any manner whatsoever, shall be punished as the Board may determine.

### **ARTICLE VIII: Election of Officers**

**SECTION 1.** The election of Officers of the Association and Delegates to the Convention of the AFM shall be held at the Headquarters of the Association on the first Tuesday in December of every odd year. The election shall be conducted according to the Australian Ballot System and with such amendments as may be adopted from time to time to suit local conditions.

**SECTION 2.** (a) Any member may, by filing with the Office of the Secretary-Treasurer, not later than the first Tuesday in October, a petition signed by not less than ten (10) full members in good standing (plus nominee's own signature), be nominated and become a candidate for any office or delegation of the Association and thereby be entitled to have their name placed upon the ballot. Provided, however, that no member shall be nominated unless having been a full member in good standing, continuously eligible to perform with Federation musicians, for a period of one (1) year immediately preceding nomination.

(b) The official Petitions to Nominate must be obtained from the Office of the Secretary-Treasurer who shall post on the bulletin board the name of each candidate within twenty-four (24) hours after filing. The Office of the Secretary-Treasurer shall make nominating petitions available commencing September 1 in any election year or closest business day.

(c) Rights of Candidates. Each candidate shall be entitled to submit a campaign statement for the position which the candidate has been nominated for publication in the sample ballot described in Section 3. Such statement shall be submitted to the Election Committee (as defined in SECTION 4) digitally or in hard copy form no later than October 31<sup>st</sup> in the election year or closest business day. Candidates shall have the right to obtain through the Office of the Secretary a mailing list of all Local members in good standing to be used exclusively for campaign purposes.

**SECTION 3.** (a) A sample ballot with full instructions, specifying both the place of voting and election date, shall be mailed to each and every member in good standing prior to November 15th in any election year. An alphabetical listing of the

nominees for each position shall be printed in the sample ballot together with a form for requesting an absentee ballot. The sample ballot shall be approved by the Election Committee (as defined in SECTION 4).

(b) When the number of candidates for a position does not exceed the number to be elected, those candidates shall be declared elected by acclamation, and the ballot shall so state.

(c) The writing in of names of persons not nominated and listed on the ballot is prohibited. Voting for more candidates than the number to be elected is prohibited. Failure to observe these prohibitions shall result in the voiding of that section of any ballot so spoiled.

(d) All ballots, tallies, written designations, count sheets and envelopes shall be retained as part of the Union's records for one (1) year following the election. Invalid, spoiled, and unused ballots shall also be retained for one (1) year.

**SECTION 4.** (a) The Board, at its first meeting in January of any election year, shall appoint two (2) Registrars who shall constitute the Election Committee. The Election Committee shall be in charge of and conduct all phases of the election including supervision of the counting of the ballots. The Board shall also appoint two (2) judges and two (2) tellers who shall constitute the Counting Committee.

(b) The Election Committee shall conduct the polls between the hours of 9:00 a.m. and 7:00 p.m.

(c) The Counting Committee shall report at 5:00 p.m. and shall then proceed to the official election post-office box to collect absentee ballots and bring them to the Local. They shall remain on duty and at 7:00 p.m. shall take charge of all ballots cast at that time. No report or tabulation of votes shall begin before 7:00 p.m. They shall tally the votes cast for each candidate and make a written report of the results, a copy of which must be furnished to the Office of the Secretary-Treasurer to read at the next Regular Meeting of the Association. They shall be on duty from 5:00 p.m. until all votes are tallied and their work completed.

(d) Compensation for members of the Election Committee and Counting Committee shall be determined by the Board of Directors.

(e) The Election Committee shall have one complete roster of members in good standing.

(f) No electioneering or solicitation of votes shall be permitted within the polling area, the halls or lobby, or within 200 feet of any entrance to the Local 325, AFM building located at 1717 Morena Boulevard, San Diego CA 92110.

(g) Any candidate, or his or her designee, shall have the right to be present at and observe the opening and tallying of the ballots, including the preparation of, mailing and receipt of, and opening and counting of absentee ballots, so long as observers do not interfere with that process. A designee must be a member of the Union in good standing and must present the Election Committee with a written statement, signed by the candidate, authorizing him or her to observe.

**SECTION 5.** (a) When the seat of any elective Officer, except that of the President, becomes vacant, the Board shall appoint a member to fill said vacancy until the next Regular Meeting of the Association, when a Special Election shall be held to fill the same, due notice being given to members that such election will take place.

(b) If such a vacancy should occur after the first Tuesday in August on an Election Year as prescribed in Article VIII, Section 1, the Board shall be empowered to appoint a member to fill the vacant position in the interim until the vacancy is filled by the results of the General Election in that Election Year.

(c) When a vacancy occurs in any American Federation of Musicians Convention delegate position and no duly elected alternate delegate is available to attend, the vacancy shall not be filled.

**SECTION 6.** The Board at the meeting following the election shall examine the tally sheets and declare the elected person having the highest number of votes for each office.

**SECTION 7.** Any nominee may, within ten (10) days after the election, file any challenge to the election. Challenges may be based on objections to the tally of ballots, to the conduct of the election, or to conduct affecting the results of the election, and shall contain a statement of the reason for the challenge. If a challenge is filed, the Executive Board of Directors shall act as an Appeals Committee and shall investigate said objections and make a determination whether the objections raise any substantial or material question affecting the validity of the election or the results thereof as to any particular office. All decisions of the Board may be appealed to the International Executive Board in accordance with Federation Bylaws.

**SECTION 8.** In the event of a tie vote for any position, where such vote prevents the declaring of a winner, a new ballot shall be taken at a runoff election between the tied candidates at the next Regular Meeting of the Association.

**SECTION 9.** If, by reason of physical disability, a member is unable to mark their ballot, not less than two (2) members of the Election Committee shall retire to a voting booth and mark the ballot as directed by the voter.

**SECTION 10.** Board of Directors Section of Ballot: The voter may vote up to a maximum of five (5) candidates for the Board of Directors.

**SECTION 11.** Absentee ballots may be obtained by any member in good standing. Absentee ballots will be mailed to those eligible upon written request (this may include requests made electronically from email addresses listed in the Local directory) to the Office of the Secretary-Treasurer not later than the first Tuesday in December. Absentee ballots returned and on hand by Election Day (ballots mailed to P.O. Box must be received by 5:00 p.m. on election day) shall be counted by the Counting Committee. Only those Absentee ballots received and on hand by Election Day shall be counted by the Counting Committee.

(b) Absentee ballots mailed to members requesting them shall include instructions for filling in the ballots with two (2) envelopes. One (1) envelope shall be marked only with the word "BALLOT;" the other envelope which shall be larger, shall be postage paid and pre-addressed to a Post Office Box under their control and shall have on its face, printed lines identified for the member to print and sign his or her name, and to give his or her address.

**SECTION 12.** Officers shall be installed and obligated at the first meeting of the Board in January.

### **ARTICLE IX: General and Special Meetings**

**SECTION 1.** The regular General Meetings of the Association shall be held at 12:00 p.m. on the second Monday of February, May, August and November. In the event of a holiday, the meeting will be postponed to the following Monday. In the event that extreme circumstances prevail, the Board, with two-thirds (2/3) majority, may reschedule the meeting.

**SECTION 2.** Special Meetings of the Association may be called by the President, any General Meeting, the Board, or by petition signed by at least six percent (6%) of the entire membership based on the last national per capita standing. Petition signers must be full members in good standing. The purpose of the meeting must be stated in the call and the membership must be notified at least fifteen (15) days in advance of the meeting.

**SECTION 3.** (a) At a Regular or Special Meeting, the number of the Board of Directors plus one-half percent (1/2%) of the entire membership based on the last national per capita standing of full members shall constitute a quorum for the purpose of acting on all business of the Association.

(b) At a General or Special Meeting, a constant quorum must be maintained, or the Chair shall adjourn the meeting.

(c) Membership meetings may be held in person at one location, at more than one in-person location simultaneously connected by electronic technology, or solely via electronic technology, at the discretion of the Board of Directors or President. The conduct of such meetings must conform to the policy of the AFM International Executive Board governing Local Union electronic meetings.

**SECTION 4.** It shall require a two-thirds (2/3) majority vote of the full members present at a General Meeting to alter in any way any action of the Board.

**SECTION 5.** Only members in good standing shall be present except by permission of the meeting.

**SECTION 6.** If, at any General or Special Meeting, the necessary quorum is not present, the Board shall transact the business at that time or at their next meeting. Such action by the Board being legal.

**SECTION 7.** No solicitation for financial assistance by members of other labor organizations shall be made at General Meetings or meetings of the Board unless applicant has credentials from the San Diego-Imperial Counties Labor Council.

**SECTION 8.** All Officers and Board Members must be in attendance at all General and Special Meetings. All Members of the Legislative and Wage List Committees must attend all General and Special Meetings where action related to the respective Committees is included on the meeting agenda. Penalty for absence without a valid excuse shall be \$5.00.

### **ARTICLE X: Committees**

**SECTION 1.** At their first meeting after installation of Officers in January, the Board shall appoint the following Committees: A Legislative Committee of four (4), a Wage List Committee of four (4). All committee members to be paid fifty percent (50%) of Board of Directors' salary per meeting.

**SECTION 2.** The Legislative Committee shall examine all proposed legislation, put in proper shape and language, ascertain its proper place and effect and render an opinion thereon to the next meeting of the Association.

**SECTION 3.** Any revisions of the Wage List shall be presented to the Wage List Committee and their recommendations shall be presented to the General Meeting.

**SECTION 4.** An Auditing Committee shall be appointed by the Board before the Fourth Quarter General Meeting of each odd year.

**SECTION 5.** All committees appointed by the Board or otherwise serving the Local, including player committees, must conform to the policy of the AFM International Executive Board governing Local Union electronic meetings.

#### **ARTICLE XI: Death Benefit Trust Fund**

**SECTION 1.** (a) A Death Benefit Trust Fund shall be maintained for the payment of Death Benefits to the beneficiaries of deceased members, or premiums to insurance carrier.

(b) This Trust shall be administered by the Local's Trustees.

(c) For the maintenance of this Fund, Death Assessments shall be collected by the Treasurer and paid into the Death Benefit Trust Fund.

(d) The amount of the Death Assessment can only be changed upon proper presentation and approval at a General Meeting.

(e) The Board is authorized to negotiate periodically with an insurance company or companies to underwrite the Death Benefit as defined in these Bylaws. Insurance premiums shall be paid from the Death Benefit Trust Fund.

#### **ARTICLE XII: Deaths**

**SECTION 1.** Upon the death of a fully insured member in good standing, the sum of \$1,500.00 shall be paid to his or her beneficiary. (Life Members are referred to Article V, Section 1(d) for Death Benefit rights and responsibilities).

#### **ARTICLE XIII: Repeal and Amendments**

**SECTION 1.** All propositions to repeal, suspend or amend any part of the Bylaws or Wage List of the Association must be proposed in writing to the proper committee, or by petition (Article IX, Section 3) of members for a Special Meeting. In any event, same must be referred to proper committee for action and an opinion thereon with the entire membership to be notified of the meeting in which action shall be taken. No change of the Bylaws can be made without a two thirds (2/3) majority vote of members present. Wage List changes shall have at least a majority vote of members present constituting a quorum.

#### **Rules of Order**

**SECTION 1.** The President, having taken the chair and called the meeting to order, the business shall be conducted as follows:

- a. Calling the Roll of Officers.
- b. Reading minutes of the last Regular and Special Meetings.
- c. Reports of the Board of Directors.
- d. Reports of the Secretary and Trustees.
- e. Report of Standing Committees.
- f. Unfinished Business.
- g. New Business.
- h. Communications.
- i. Good of the Association.
- j. Adjournment.

**SECTION 2.** No question shall be entertained unless moved by two (2) members, nor open for consideration until stated by the chair.

**SECTION 3.** When a question is before the meeting, no motion shall be received except to adjourn, to lay on the table, to commit, the previous question, to postpone indefinitely, to amend; which several motions shall have precedence in the order in which they are named; the first four (4) to be decided without debate.

**SECTION 4.** When a question has been postponed indefinitely, it shall not be acted upon again unless by a two thirds (2/3) vote.

**SECTION 5.** Any two (2) members may call for a division of a question when the sense will admit of it, before a decision is rendered.

**SECTION 6.** On the call of two (2) members a secret ballot shall be held.

**SECTION 7.** After a question (except one indefinitely postponed) has been decided, two (2) members who voted with the majority may, at the same or next meeting, move for reconsideration, but no discussion of the main question shall be allowed unless reconsidered. A motion to reconsider the second time shall not be entertained.

**SECTION 8.** All questions not otherwise provided for shall be determined by a majority vote.

**SECTION 9.** When a member intends to speak on a question, he/she shall rise, address the chair, confine himself/herself to the question and avoid personalities. Should more than one rise at the same time, the President shall decide who is entitled to the floor.

**SECTION 10.** No member shall speak more than twice on the same question, or more than once until all others have had an opportunity, nor more than five (5) minutes unless by special permission of the President.

**SECTION 11.** The President, while presiding, shall state every question coming before the meeting, and immediately before putting it to a vote shall ask, "Is the meeting ready for the question?" Should no member rise to speak he/she shall rise to state the question, and after he/she has risen no member shall speak upon it unless by consent of the President. He/she shall announce the votes and decisions of the meeting on all subjects.

**SECTION 12.** The President may speak to points of order in preference to others and shall decide questions of order. Any member may appeal to the meeting, which appeal must be decided without debate, and the objectionable words shall, if required, be taken down in writing. When his/her decision has been appealed from the question shall be stated thus: "Will the meeting sustain the Chair in its decision?" which appeal must be decided without debate, and unless two thirds (2/3) of the votes cast dissent there from, the decision shall stand.

**SECTION 13.** A member may be called to order while speaking, when the debate must be suspended, and the member takes his/her seat until the question of order is decided.

**SECTION 14.** After a motion or resolution has been stated by the Chair, or read by the Secretary, it may be withdrawn before a decision is reached, by consent of the meeting. An amendment to a motion under consideration must be accepted by the meeting or by the mover of said motion before it is embodied in the original.

**SECTION 15.** Every motion shall be reduced to writing should the Chair or Secretary so desire it.

**SECTION 16.** An amendment to an amendment is in order, but no further.

**SECTION 17.** No question shall be put or a vote taken while a member is speaking.

**SECTION 18.** All special committees to be appointed by the Chair, unless otherwise ordered or provided for.

**SECTION 19.** No further business can be transacted at a Special Meeting, except that set for in the call.

**SECTION 20.** All reports of special or standing committees must be in writing to the meeting, unless otherwise ordered.