

**BYLAWS**  
OF THE  
**PITTSBURGH MUSICIANS' UNION**  
LOCAL 60-471



**AMERICAN FEDERATION OF MUSICIANS**  
**AFL-CIO**

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**OFFICE HOURS:**  
**DAILY EXCEPT**  
**SATURDAYS, SUNDAYS AND HOLIDAYS**  
**9:00 AM TO 5:00 PM**

**CORRECTED TO: MARCH 2, 2009**

# BYLAWS

## Article I

### Organization and Object

- A. Name:** The name of this organization (the Local ) shall be the *Pittsburgh Musicians Union*, Local 60-471, American Federation of Musicians.
- B. AFM Status:** The Local shall be an affiliated Local of the American Federation of Musicians of the United States and Canada (the AFM ). The Bylaws of the Local shall be subject to and subordinate to the Bylaws of the AFM, and whenever conflict or discrepancy appears between the former and the latter, the latter shall prevail.
- C. Jurisdiction:** The jurisdiction of the Local shall be all territory that the AFM assigns to it [currently all of Allegheny County except Springdale, Cheswick, Harmarville, Rural Ridge, Harwick, Russelton, Curtisville, Natrona, Creighton, Glassmere, Tarentum and Brackenridge].
- D. AFM Delegates:** The President/Secretary (if not also an AFM officer) shall be a Delegate by virtue of office to the AFM Convention. The membership shall elect one additional Delegate to represent its African-American membership (under the provisions for merged Locals in the AFM Bylaws) at the Local's biennial General Election. At that election it shall also elect any additional Delegate(s) to the Convention to which the Local is entitled and Alternate Delegates.
- E. Other Affiliations:** The Local shall be affiliated with the Penn-Del-Mar-DC Conference of Locals, the Pennsylvania AFL-CIO, and such other bodies or assemblies as the Local s Executive Board (the Board ) may determine. The President/Secretary shall have the right to be a Delegate or otherwise represent the Local at these bodies. The Board may appoint any additional Delegate(s) to which the Local is entitled.
- F. Parliamentary Authority:** The current edition of *Robert s Rules of Order Newly Revised* shall be the Parliamentary Authority for the Local. The rules contained therein shall govern the Local in all cases to which they are applicable and in which they are not inconsistent with the Bylaws, the rules of the AFM, any prevailing civil law, or with any standing or special rules of order the Local may adopt.
- G. Captions:** The captions used throughout the Bylaws are for convenience and reference only and shall not be used to construe any provisions.
- H. Civil Law:** No Section of the Bylaws shall be enforced in any manner in conflict with public law.
- I. Due Notice:** Whenever the Bylaws shall provide that Due Notice be given to the membership, this shall require that the notice be mailed to each member at the last known address at least 15 days (21 days in the case of proposed amendments to the Bylaws) prior to the meeting or action requiring the notice. Such notice may be given in an official publication, named *Pittsburgh Musician*, which the President/

Secretary shall issue bi-monthly under the supervision and orders of the Board. The contents of the *Pittsburgh Musician* shall constitute legal notice. Between issues of the *Pittsburgh Musician*, any written or printed notice the Local sends or mails to members within these time requirements shall also be legal notice.

**J. Dissolution:** The Local may be dissolved only with the approval of and in accordance with the Bylaws of the AFM.

**K. Object:** The object of the Local shall be:

1. To unite the professional musicians eligible for membership within its jurisdiction without regard to race, religion, creed, color, national origin, age or sex, disability, citizenship, sexual orientation, marital status, or family status.
2. To organize the professional musicians in its jurisdiction and to provide them services.
3. To secure improved wages, hours, working conditions, and other advantages its members through collective bargaining and to establish terms and conditions for equitable and fair dealing among its members.

## **Article II Members**

**A. Eligibility:** All instrumentalists, vocalists, dancers, arrangers, orchestrators, copyists, music librarians, music proofreaders, support crew, or other individuals who render musical services of any kind for pay ( Musicians ) and are citizens of the United States of America or of Canada (or whom the United States Government has authorized to work in their country) shall be eligible for membership in the Local.

**B. New Applicants:** Every applicant for membership shall sign an AFM-approved application form that the Local provides, answer truthfully each and every question thereon, and tender any applicable Initiation Fee(s) and the current Quarter s Membership Dues. The Board may establish rules for the deferred payment of a portion of the initial payment. The Board shall approve or disapprove all applications for membership. Following the Board s approval and the applicant s payment in full of any applicable Initiation Fee(s) and the current Quarter s Membership Dues, the Local shall issue the applicant a membership card.

**C. Orientation:** Within six months from the date of approval for membership, the applicant shall receive instructions as to a member s obligations to the Local, the AFM, and organized labor in general. Unless the applicant is already a member of another Local, s/he shall also take the following Oath of Obligation:

I, [name], in the presence of the members here assembled, do solemnly promise to support the Bylaws of the AFM and of the *Pittsburgh Musicians Union*. I further promise to submit to their mandates and obey all their laws and those of any other Local of the AFM of which I may hereafter become a member. To all this I pledge my sacred word of honor.

- D. Regular Membership:** A Regular Member shall be any member (other than an Honorary Member) who does not meet the qualifications for Youth Membership, Student Membership, or Life Membership.
- E. Youth and Student Membership:** Any Musician who joins the Local while under 21 years of age ( Youth Member ) and any Musician who joins the Local while registered as a student in an accredited school, college, or university ( Student Member ) shall be exempt from all Initiation Fees. Other than this exemption from Initiation Fees, Youth and Student Members shall be subject to the same obligations and rules (including the payment of the same dues, fees, and assessments) and shall be entitled to the same privileges and benefits as Regular Members. When a Youth or Student Member no longer meets the conditions that would qualify a new Member for that classification, that Member shall automatically become a Regular Member without the requirement for paying any Initiation Fees.
- F. Life Membership:** A member of the Local who is at least 65 years old and who has held continuous membership in the Local for 35 years or any member, regardless of age, who has held continuous membership in the Local for 50 years shall become a Life Member. A Life Member shall be subject to the same obligations and rules and shall be entitled to the same privileges and benefits as Regular Members, but shall pay reduced membership dues as provided in Article III-D.
- G. Honorary Membership:** The Board may grant an Honorary Membership to any person who, through any act or deed, has achieved distinction for the benefit of this Local or its members. Honorary Membership shall not subject the recipient to any dues or other payments to the Local, and shall confer only such rights proper to Honorary Membership as are outlined in the Parliamentary Authority. Honorary Members shall not have the right to vote, to hold office, or to participate in meetings.
- H. Suspension:** A member who has not paid membership dues, reinstatement fees, and assessments for the current Quarter shall be suspended on the last day of the Quarter. A Suspended member shall not be in good standing and shall forfeit all rights, privileges, and benefits of membership in the Local, but shall continue to be responsible for the obligations of membership during such suspension. Upon payment of all accrued dues and other financial obligations to the Local plus the Reinstatement Fee set forth in Article III, Section H, and complying with all lawful orders of the Board and/or the AFM, a suspended Member shall be reinstated to full membership.
- I. Expulsion:** A member who has not paid membership dues, fines for non-payment thereof, and assessments for two consecutive Quarters shall be expelled at the end of the second Quarter. The Board may also expel a member found guilty of (1) violating any part of the Bylaws or the Price List of the Local or the AFM, (2) disobeying an order or summons of the Board, or (3) failing to pay fines, claims, work dues, or other indebtedness to the Local in a timely manner. A former member who has been expelled shall forfeit all rights and privileges of membership in the Local. A member who has been expelled who makes application for readmission and who has not in the interim been engaged in the profession of music to the detriment of the AFM (or any Local thereof) shall be readmitted upon payment of all dues, fines, and

assessments owed at the time of expulsion plus the Reinstatement Fee set forth in Article III, Section H, and complying with all lawful orders of the Local s Board and/or of the AFM s International Board ( IEB ).

- J. Resignation:** A member may resign in good standing upon submitting a written letter of resignation and paying any financial obligations to the Local as of the date of resignation. A former member who has resigned and who applies for readmission and who has not in the interim been engaged in the profession of music to the detriment of the AFM (or any Local thereof) may be reinstated upon payment of the then current Quarter s dues plus the Reinstatement Fee set forth in Article III, Section H).
- K. Bargaining Authority:** All Members, by virtue of their membership, authorize the Local and the AFM to act as their exclusive bargaining representative with full and exclusive power, in conjunction with orchestra committees elected by bargaining units and subject to ratification by each appropriate bargaining unit, to execute agreements with Employers governing terms and conditions of employment. The Local, by entering into Collective Bargaining Agreements (CBAs), does so for the benefit of all its members and each member shall be bound by the CBA s terms.

## **Article III Funds**

- A. Sources:** The funds of the Local shall be raised by Initiation Fees, Membership Dues, Work Dues, Reinstatement Fees, Assessments, Fines, and such other lawful means as the Local may determine.
- B. Initiation Fees:** All new applicants (other than those qualifying for Youth or Student Membership) shall pay a Local Initiation Fee of \$85.00. All new applicants (other than those qualifying for Youth or Student Membership or those currently affiliated with another AFM Local) shall also pay through the Local an Initiation Fee to the AFM ( Federation Initiation Fee ) of \$65.00 (total \$150.00).
- C. Regular Membership Dues:** All Regular Members, Youth Members, and Student Members shall pay Membership Dues either on a quarterly basis or at a discounted annual rate. Annual dues, which are due before February 1 of each year, shall be \$150.00. If paid in full before February 1, of each year, a \$5.00 discount will be applied. Quarterly dues, which are due before the end of the Quarter to which they apply, shall be \$37.50 if paid during or before the first month of the Quarter, \$39.50 if paid during the second month, and \$41.50 if paid thereafter.
- D. Life Membership Dues:** All Life Members shall pay Membership Dues on a Quarterly basis. Quarterly dues, which are due by the end of the Quarter to which they apply, shall be \$21.00 if paid during or before the first month of the Quarter, \$23.00 if paid during the second month, and \$25.00 if paid thereafter.
- E. Work Dues:** With the exception of musical services performed for parades and at clubs, bars, and lounges, all members shall pay dues based on earnings ( Work Dues ), including those due the AFM ( Federation Work Dues ), on all musical services that

the member renders within the geographical jurisdiction of the Local. The calculation of Work Dues shall always be as a percentage of scale wages for the engagement.

- F. Work Dues Rates:** Except for services otherwise expressly specified in the Bylaws of the Federation as requiring the payment of Work Dues directly to the Federation and/or establishing different rates, Work Dues shall be paid to the Local not later than the 15th day of the month following the month in which the member received payment for the service(s). Work Dues shall be payable on any service under any contract (or absent the same), and without regard to the status of any other Musician(s) with whom or for whom the member is performing. Termination of membership shall not affect in any way the obligation to pay Work Dues on services performed while a member. The Work Dues for electronic media employment in fields for which there are AFM-negotiated Agreements shall be the following:

Agreement covering the Employment	Work Dues
Theatrical Motion Picture	4.1%
T.V. Videotape	3.5%
Radio and Television Commercial Announcement (except for earnings for original sessions)	3.5%
Other Electronic Employment	3.25%

The Work Dues for members employed by a Symphonic Orchestra i.e., a non-profit symphony, opera, ballet, or chamber orchestra performing a varied repertoire during recurring annual seasons with Musicians engaged on a consistent and continuing basis that either (1) has at least 60 contract positions and plans no fewer than 15 performances during its coming year or (2) plans at least 100 total services during that year shall be 2.05% of applicable scale. The Work Dues for any other non-electronic engagements shall be 2% of the applicable scale.

- G. Withheld Work Dues:** Member-Contractors shall deduct applicable Work Dues for their sidemen s wages pursuant to written authorization from each sidemusician to make such deductions. The Contractors shall remit the total Work Dues deducted, plus their own Work Dues to the Local no later than the fifteenth day of the month following the month in which the services were performed. Once work dues have been deducted from a sideman, all obligations of the sidemusician shall be satisfied.
- H. Reinstatement Fees:** The Reinstatement Fee applicable to a Suspended Member [Article II, Section J] seeking reinstatement shall be \$5.00 if paid within five days of the date of suspension, or \$10.00 if paid thereafter. The Reinstatement Fee applicable to a former member seeking readmission [see Article II, Section J] shall also be \$10.00.
- I. Time Payments:** An applicant for readmission whose total indebtedness to the Local (including the Reinstatement Fee) is less than \$200.00 may elect to pay \$50.00 at the time of rejoining and the remainder in four monthly installments. An applicant owing \$200.00 or more may pay 50% of the total at the time of rejoining and the remainder in four monthly installments.
- J. Assessments:** The Local may levy special Assessments upon the membership for any legal purpose, but only in accordance with the same requirements established for raising dues.

- K. **AFM Changes:** Should the AFM take an action that directly affects the amount paid by individual members, any affected amount in this Article shall automatically change to incorporate that adjustment.
- L. **Expenditures:** The President/Secretary shall issue and co-sign checks for all necessary expenditures of Local funds. The Vice-President shall co-sign each check. The Board shall appoint a substitute co-signer to sign in the absence of one of primary co-signers.

## **Article IV Officers**

- A. **Identification:** The Officers of the Local shall be a President/Secretary, a Vice-President, and five Directors all of whom shall be elected at a biennial General Election or, in the case of a vacancy during a term of office, appointed by the Board. All Officers shall perform the duties prescribed by these Bylaws and by the Parliamentary Authority, plus such other duties as the Board may assign. The President/Secretary and Vice-President shall be known as the Titled Officers.
- B. **Eligibility:** To hold office a member must have been in continuous good standing throughout the two preceding years.
- C. **Term of Office:** All Officers shall have a two year term of office beginning on January 1 of each odd-numbered year and ending on December 31 of each even numbered year or until their successors are duly elected or appointed and take office.
- D. **Conflict of Interest:** No Officer shall hold an AFM Booking Agent or Personal Manager Agreement, be affiliated with any Booking or Theatrical agency, or have any other duties reflecting conflict of interest with the Local.
- E. **Musical Services:** The President/Secretary shall not serve as a contractor, leader, or personnel manager for any engagement. No other Officer shall serve in any of these capacities for any engagement using other musicians except when serving as the performing leader of his/her own band or ensemble.
- F. **Bonds:** All Officers, as a condition of holding office, shall execute any necessary forms and bonds (which the President/Secretary shall secure) required by law to be filed with any Federal or State agency for or on behalf of the Local as an Officer thereof.
- G. **Employees:** The conditions applicable to Officers set forth in Article IV, Section E through Article IV, Section G, shall also apply to the Local s full time employees.
- H. **Benefits:** The Local shall make a 5.5% contribution on behalf of all Officers and employees to the American Federation of Musicians and Employers Pension Fund ( AFM-EPF ).
- I. **Expense Allowances:** For use of a personal automobile for the Local s business, the owner shall receive mileage at the then current IRS rate. The Local shall reimburse any Officer or employee for any costs incurred in connection with their activities on behalf of the Local. For away from home costs, the Local may pay in lieu of any

other reimbursement a *per diem* based on that of the GSA (or the U.S. State Department for foreign countries) for that geographic location, plus all transportation costs and any extraordinary expenses.

**J. President/Secretary:** The President/Secretary shall:

1. be the chief executive Officer of the Local, supervising its business and overseeing the activities of all Officers and employees.
2. enforce observance of the Bylaws and of policies established by the membership.
3. decide between Board meetings all emergency matters involving the interests of the Local, the members rights and duties, or the interpretation of the Bylaws and/or the Price List.
4. convene and preside at all General and Board Meetings unless excused for good cause.
5. appoint a member as Sergeant-at-Arms at all meetings and give leave of absence to those officers who desire to leave the meetings for good cause.
6. decide all points of order at Meetings, which decision shall stand unless overruled by a two-thirds vote.
7. call Special Meetings when needed or when 40 members sign and submit a petition requesting a Special General Meeting.
8. vote at General and Board Meetings only when the vote affects the results or when an item is decided by secret ballot.
9. prepare and send to the AFM all reports that the AFM Bylaws require.
10. send notices of election or appointment to all Officers and committee members within one week of their election or appointment.
11. be at the disposal of the Local at all times, subject to reasonable allowance for vacations, illnesses, emergencies, and personal obligations.
12. collect all initiation fees, dues, assessments, fines, or other indebtedness that members owe the Local and issue proper receipts therefor.
13. deposit all receipts into accounts under the name *Pittsburgh Musicians Union, Local 60-471* at a bank or other financial institution designated by the Board.
14. issue and sign all checks except when absent or incapacitated, in which case the Board shall designate an alternate to sign checks.
15. issue membership cards to all members in good standing and ascertain that all membership applications are properly filed.
16. keep an accurate account of all receipts and expenditures of the Local, presenting a detailed monthly report of these transactions to the Board.
17. keep adequate and correct accounts of the properties and financial transactions of the Local, including accounts of its assets, liabilities, security deposits, trust accounts, receipts, disbursements and capital.
18. give individual members a one-week notice of any imminent due date for paying a fine or loan.
19. submit the books annually to auditors retained by the Board and publish their annual audit in the *Pittsburgh Musician*.
20. maintain and preserve the records, documents, books, papers, and property of the Local and transfer them to his/her successor.
21. keep an up-to-date alphabetical roster of members with their names, addresses, telephone numbers, and e-mail addresses.
22. issue all summonses or requests to appear, and notices of all fines, suspensions, or expulsions to the affected members.

23. require any member to appear before the Board as needed for examination or investigation.
24. publish all changes to the Bylaws or Price List in the *Pittsburgh Musician* and give copies to any member upon request.
25. hire employees as needed with the approval of the Board, which shall determine their salaries and job descriptions.
26. perform such other reasonable duties as the Board may assign.
27. receive a bi-weekly salary and benefits to be established at the October General Meeting in election years.

**K. Vice-President:** The Vice-President shall:

1. perform the duties of the President/Secretary in the latter's absence or inability.
2. attend all General and Board Meetings unless excused for good cause.
3. keep correct minutes of the proceedings of all General and Board Meetings, which shall be open to all members at any times.
4. perform such other reasonable duties as the Board or the President/Secretary may assign.
5. receive compensation of \$50.00 for each day devoted to serving the Local for a major part of the day (including any day on which s/he attends a General or Board Meetings).

**L. Removal:** If two-thirds of the Board or 10% of the entire good-standing membership of the Local (by petition) file charges with the President/Secretary (unless s/he is the charged officer) against an officer alleging serious misconduct in office, or repeated failure to perform substantive duties of the office, the following steps shall take place:

1. The Local shall send the specific charges to the charged officer within ten days of the filing.
2. The Local shall call and give Due Notice of a Special General Meeting to elect a Trial Board of five rank-and-file members in good standing to conduct a hearing on the charges.
3. The Trial Board shall call and conduct a full and fair hearing of the charges at the earliest possible date no sooner than fifteen days after its election. Immediately following the hearing the trial Board shall render its decision on the guilt or innocence of the accused and advise the Board of that decision.
4. If the Trial Board decides that the officer is guilty of the charges, the Local shall call and give Due Notice of a Special General Meeting to review the evidence and decision of the Trial Board and to vote whether or not to sustain the decision by a two-thirds secret ballot vote. If the Trial Board's decision is sustained, the Officer shall have his office declared vacant and shall be ineligible for appointment to that office during the remainder of its term.

## **Article V**

### **Executive Board**

- A. Composition:** The seven Officers (President/Secretary, Vice-President, and five Directors) shall collectively constitute the Local's Executive Board.

- B. General Authority:** The Board shall be the Local s governing body between General Meetings. It shall have the right to interpret and enforce the Local s Bylaws and Price List, to amend the Price List subject to approval at the next General Meeting, to conduct investigations and adjudicate claims, and to impose penalties on a member found guilty of violating the Bylaws. It shall also have the exclusive right to extend the time for any member to pay a monetary obligation to the Local.
- C. Meetings:** The Board shall hold regular meetings once each month at a time determined by consensus. The President/Secretary shall have the right to call Special Meetings whenever necessary.
- D. Attendance:** Attending Board Meetings as well as General Meetings and any other required official meetings shall be a duty of of fice. The Board may establish just and equitable special rules governing the attendance of its members.
- E. Quorum:** Four Officers shall constitute a quorum of the Board.
- F. Compensation:** The President/Secretary shall receive no additional compensation for attending meetings. All other Officers in attendance shall receive compensation of \$50.00.
- G. Local s Property:** The Board shall hold the Local s funds and property in trust for the members. It may invest them, may execute and deliver agreements, deeds, mortgages, notes, powers of attorney, receipts, and all other instruments in writing necessary or appropriate, and may do all other necessary acts for the management of funds and property. All these instruments and acts shall be done only upon written instructions of the Board. If, at any time, the Local s income is not sufficient to meet its expenditures, the Board shall order the issuance of the necessary funds from any other sources available.
- H. Conflict of Interest:** Should any Officer be (1) a party of interest or (2) engaged in booking, contracting, or engaging Musicians in the same musical field as that of the pending item, that Officer shall not be present during any deliberations or voting on that matter.
- I. Leaves of Absence:** The Board shall have the right to grant any Officer a leave of absence, in which case it shall declare the next ranking (in order of votes received at the previous General Election) candidate eligible to hold office under Article IV, Section B, as an Officer *pro tem* until the regular Officer returns. In the absence of any such candidate the Board may appoint any member eligible to hold office to the *pro tem* position.
- J. Vacancies:** If any elective office becomes vacant, the Board shall appoint a member in good standing who is eligible to hold office under Article IV, Section B, to fill such vacancy for the remainder of the term.
- K. Business Agents:** The Board may appoint Business Agents as it deems necessary and may determine their compensation. The Business Agents shall visit venues in the jurisdiction where musicians are performing and shall report their activities to the Board.

## **Article VI Committees**

- A. Standing Committees:** The Local's Standing Committees shall be a Law Committee, Finance Committee, Publications Committee, House Committee, Financial Advisory Committee, Political Committee, Organizing Committee, and Price List Committee.
- B. Special Committees:** The Board shall create Special Committees when they are needed from time to time to carry on the work of the Local.
- C. President/Secretary's Rights:** The President/Secretary shall appoint all committees, unless otherwise ordered, and shall be an *ex officio* member of all committees except for any nominating committee.
- D. Chair:** Each committee shall elect its own chair.
- E. Law Committee:** The Law Committee shall consist of two or more Officers. It shall meet at the call of the Chair to prepare and present a complete and correct copy of the Bylaws for publication.
- F. Publications Committee:** The Publications Committee shall consist of two or more Officers. It shall prepare on the Executive Board's order, a Directory for publication, listing the names, addresses, telephone numbers, e-mail addresses, and instruments played of all members. It shall also have charge of the publication of the Bylaws when the Law Committee properly presents them and the Executive Board approves them.
- G. Financial Advisory Committee:** The Financial Advisory Committee shall consist of five to nine members-at-large. It may invite resource persons to attend its meetings. It shall serve as the Local and the Board as a financial advisor. It shall prepare a non-binding annual budget proposal for the Board. In election years, it may offer Resolutions for action at the October General to change the salaries paid to the Officers and the benefits furnished on their behalf.
- H. Political Committee:** The Political Committee shall consist of all the Officers collectively. It shall work to strengthen the aims and goals of the AFM, the Local, and Organized Labor in general in the political field with respect to wages, working conditions, labor education and legislation.
- I. Organizing Committee:** The Organizing Committee shall consist of the Titled Officers and three or more other Local members. It shall work to organize unorganized musicians who work professionally in the Local's jurisdiction.
- J. Price List Committee:** The Price List Committee shall consist of six or more members who work as side musicians in the non-CBA field. It shall review the Local's Price List annually and recommend any change it believes desirable.

## **Article VII Price List**

- A. Establishment and Amendment:** The May General Meeting shall have full authority over the Local's Price List. The Price List Committee shall give its recommendations to the President/Secretary in time to allow the latter to publish them in the *Pittsburgh Musician* in time to give Due Notice for the May General Meeting. The Local shall publish any recommendations the meeting approves in the next issue of the *Pittsburgh Musician*.
- B. Interim Changes:** Between May General Meetings, the Board shall have the right to establish scales and conditions for all work that is not done under a CBA. The Board shall have the authority to amend the contents of the Price List at any time as well as to create supplementary, non-precedential scales and conditions for extraordinary circumstances if it determines it necessary to do so.

## **Article VIII General Elections**

- A. Time of Elections:** A General Election of all Officers and Convention Delegates/ Alternates shall be held on the first Tuesday of December of each even-numbered year. The election shall be conducted exclusively by mail ballot. All votes must be mailed so as to be received by the Agency by the Election date. No member shall vote in person nor deliver or mail a ballot to the Local.
- B. Notice:** The President/Secretary shall give Due Notice of the nominating and voting procedures in the *Pittsburgh Musician* during each Election year.
- C. Nominations:** Votes shall be counted only for duly nominated candidates. A write-in vote shall be void insofar as the vote for that office is concerned. Nominations shall take place from the floor at the General Meeting requiring no quorum held on the first Monday of October of each Election year. At the Nominations Meeting, any member in good standing may nominate qualified members (see Article IV, Section B) who do not have a conflict of interest (see Article IV, Section D). No member shall simultaneously be a candidate for more than one office, but s/he may be a simultaneous candidate for an office and for Delegate. Immediately following the Nominations, the President/Secretary shall appoint three disinterested members-at-large to draw the Candidates' names for ballot position. Any Candidate who wishes to withdraw from candidacy may do so by submitting a written request to the Local by the last business day of October.
- D. Agency:** The President/Secretary, with the approval of the Board, shall select an established impartial Agency to conduct the Election in accordance with Title IV of the Labor Management Reporting and Disclosure Act ( LMRDA ). The Agency shall mail ballots to all members in good standing as soon as possible after October 31 of the Election year.

- E. Recount:** Following the Agency's announcement of the tallying of the ballots, any Candidate shall have up to ten days to demand a recount. In such an event, the Agency shall immediately recount the ballots in the presence of any Candidate(s) wishing to be present and/or an observer designated by the Candidate.
- F. Challenges:** Any member qualified to vote may file a challenge with the President/Secretary regarding any matter relating to the nominations and election. The challenge shall be in writing, shall set forth the exact nature and specification of the challenge, and shall explain how it affected the results. The President/Secretary shall immediately refer the challenge to the Board, which shall meet within 15 days of the challenge, examine the evidence for the challenge, and issue a ruling on its validity. If the Board sustains the challenge it shall order such steps as are necessary to correct the problem, including a new election if necessary.
- G. Appeals:** The ruling of the Board shall be final and binding unless its decision is appealed to the AFM in accordance with the AFM Bylaws.
- H. Oath of Office:** Each newly elected, re-elected, or appointed Officer shall take an Oath of Office at the beginning of his term. The form of the Oath shall be:

I, [*name*], do solemnly pledge my most sacred word of honor that I will faithfully discharge the duties of my office during the term for which I have been elected or until my successor is duly elected and installed; that I will support the Bylaws of the American Federation of Musicians and the Bylaws, and Rules and Regulations of the Local, and will enforce the laws thereof to the best of my ability, without prejudice or partiality.

## **Article IX**

### **General Meetings**

- A. Regular Meetings:** There shall be a Regular General Meeting on the first Monday of February, of May, and of October. The Board shall determine the exact time and place of each Meeting, which may also adjust dates to avoid a conflict with a legal holiday or in case of an emergency.
- B. Special Meetings:** The President/Secretary shall call Special General Meetings as required for charges leading to the potential removal of an Officer or within 15 days of receipt of a written petition from any 20 members in good standing. The President/Secretary may also call Special General Meeting for any consideration warranting such a meeting. Each Special Meeting shall be called for specific item(s) of business.
- C. Notice:** The President/Secretary shall issue Due Notice of each Regular Meeting. The notice shall specify the date, time, place, and any special agenda items that are scheduled. The notice of a Special Meeting shall include the agenda of the Meeting, and no other business than that stated in the agenda shall be in order.
- D. Call to Order:** In the absence of the President/Secretary, the Vice-President shall call the meeting to order. Should the Vice-President also be absent at the call time of the Meeting, any Officer may call the meeting to order. In the latter case, the members shall select a Substitute Chair as its first item of business.

- E. Quorum:** Except for the Nomination Meeting, which requires no quorum whatsoever, the quorum for any Membership Meeting shall be 2% of the Local's total current membership plus seven.
- F. Attendance:** Only members in good standing shall be present except invited guests or with the permission of the members present.
- G. Order of Business:** At Regular General Meetings the order of business shall be:
1. Call to Order
  2. Pledge of Allegiance to the Flag
  3. Roll Call of Officers
  4. Minutes
  5. Committee Reports
  6. Officers Reports
  7. Unfinished Business
  8. New Business
  9. Communications
  10. In Memoriam
  11. For the Good of the Local

## **Article X**

### **Rights and Duties of Members**

- A. Participation:** Every member shall have an equal right to receive notice of and to attend General Meetings, to participate in the deliberations and voting thereat, to nominate candidates for office, and to vote in elections. Every member shall have the right to assemble freely and discuss Local business with other members, to express any view, argument, or opinion, and to initiate or to participate in legal actions in any court or administrative body even though the Local or its officers are named as defendants or respondents, provided that the member has first exhausted reasonable internal hearing procedures. Every member shall have the right to be a witness in any government proceedings and to petition or consult legislators.
- B. Information:** Members shall be entitled to copies of the Local and the AFM Bylaws, the Local's Price List, and any other publication of the Local. Members shall advise the Local of any change or error in his/her address and/or telephone number within 48 hours of the change or of discovering an error.
- C. Minimum Wage:** Members shall have the right to receive at least the established scales for all musical services they perform. A member shall not work, solicit work, or express a willingness to work for less than (1) the applicable scale in a CBA between an Employer and the Local or the AFM, or (2) the applicable scale in the Local's Price List when no CBA applies. No member shall pay or offer to pay any other member less than the applicable scale in a CBA or the Price List.

- D. Life Insurance:** All members in good standing who joined the Local before April 1, 2000, shall be entitled to have \$1000.00 paid to their heirs at death. Neither members who joined later than March 31, 2000, nor members who are not in good standing shall be entitled to this coverage. A former member reinstated after March 31, 2000, shall not have this coverage reinstated. The Board shall have all power needed to obtain group life insurance to cover this benefit, or it may cover it through a plan of self-insurance if it so elects.
- E. Donated Services:** No member shall donate any musical service without the express prior permission of the Local's Board. No member shall attempt to get another member to donate musical services or take any retaliatory measures against another member for not donating services.
- F. Unprofessional Behavior:** No member shall appear on an engagement in an improper condition or act in an unprofessional manner. No member shall act in bad faith or deal unfairly with the Local or any of its members. No member shall defame or disparage professionally any member's ability or appearance before an audience or at a rehearsal or within sight or hearing of managers or employers. No member shall refuse to show his/her membership card when so requested by another member or by an authorized representative of the Local.
- G. Labor Disputes:** No member shall work as an employee for an employer against whom the Local or the AFM is engaging in a lawful primary strike or cross through or work behind a lawful primary picket line established by the Local or the AFM. No member shall furnish musical services for any organization, establishment, or individual on the AFM's International Unfair list.
- H. Non-Members:** No employee-member of the AFM shall perform with an employee of the same employer who is not a good standing member of the AFM on competitive engagements unless it be with the consent of the AFM, or in cases wherein the laws of the AFM provide otherwise. Engagements shall be considered competitive if Musicians receive pay for their services or if the employer, in the absence of free services of musicians, would be obliged to pay for such. Any member who violates the provisions of this section shall be subject to a fine of not more than \$500.00 and/or expulsion from the AFM.
- I. Amateur Units:** No member shall augment non-union musical units of any kind unless an agreement exists between the units and the Local. This shall not apply to fraternal bands or orchestras on official functions of fraternal organizations to which none but members of such fraternal organizations can be admitted, in which are held behind closed doors, or to non-competitive amateur symphony orchestras or orchestras performing in places of worship. The right of a member to teach a non-union band or orchestra (amateur or otherwise) or conduct or perform with it at any time or place shall always be subject to the orders of the Board.
- J. Violations:** Members shall report any violations of the Bylaws of the Local or the AFM to the Local as soon as reasonably possible.

- K. Termination Notices:** In the absence of a contract provision or individual agreement to the contrary, any member giving a termination notice to another member on a steady engagement after the first week of the engagement shall give at least two weeks written notice prior to the projected termination date. Any agreement between members requiring a notice period other than two weeks shall be in writing and signed by both parties. During the first week of a steady engagement, the termination shall not require notice, but any musician hired on the basis of an audition shall receive at least one week's compensation. There shall be no termination on miscellaneous, non-steady engagements once agreed between members other than if the engagement itself is cancelled (or the parties mutually agree).
- L. Electronic Media:** No member shall perform any musical service that is to be recorded, reproduced, or transmitted from the place of performance, in any manner, or by any means whatsoever, in the absence of a specific written agreement between the Purchaser and the AFM or approved by the AFM. No member may perform any musical services where the product of such services is intended to result in recorded, mechanical, or electronically reproduced music to be used by, for, or with any performer as background for, accompaniment for, or in connection with such performers' live performance, audition or rehearsal except with AFM approval.

## **Article XI**

### **Members as Contractors/Leaders**

- A. Definitions:** A Contractor shall be an individual who engages Musicians for performing musical services. A Leader shall be the Musician who is in charge of the engagement musically. Every engagement shall have a Leader and may have a separate Contractor. Any Contractor and/or Leader who is an AFM member shall have the specific obligations detailed in this Article. A Leader may serve as the Contractor for the engagement, in which case the Leader shall assume all the obligations of a Contractor as well as those of a Leader. If a non-member serves as Contractor, the Local shall consider that individual the Employer for all purposes under AFM and/or civil law.
- B. Contractors Obligations:** Member-Contractors, when engaging members, must specify the date, location and hours of the engagement. When a member has agreed to perform after receiving this information, the commitment shall be legally binding. On the request of the Board, the Contractor shall file the contracts for the engagement with a list of the performing musicians.
- C. Reporting Forms:** Member-Contractors shall complete and sign an Engagement Report Form for each miscellaneous engagement. The Contractor shall file the Report Form with the Local not later than the fifteenth day of the month following the engagement together with all Work Dues deducted or owed. Only the Titled Officers and their staffs shall have access to this information unless it is needed to process a claim or for other action before the Board.
- D. Band Names:** Member-Contractors who book a band or orchestra under any name other than their own shall file that name with the Local.

- E. Civil Collection:** Except as it may be limited by a grievance and arbitration clause in a contract covering the engagement, a Member-Contractor shall be free to file an action against non-member Purchasers in Civil Court to collect payment. The Board shall have the right to offer any assistance that it deems to be appropriate to a Contractor filing such an action.
- F. Pension Contributions:** Contractors who are responsible for making contributions to the AFM-EPF may obtain proper reporting forms for making the contributions from the Local. They shall submit the forms with proper contributions as instructed by the Fund.

## **Article XII**

### **Charges, Trials, and Appeals**

- A. Nature of Charges:** A Charge shall be a formal accusation that a member has violated the Bylaws and/or the lawful orders of an Officer or Board (either of the Local or of the AFM).
- B. Filing Charges:** Any member in good standing of the Local including an Officer may bring Charges against another member. To do so, the charging party shall file signed written Charges with the President/Secretary unless the AFM Bylaws require that they be filed with the IEB [e.g., violation of an IEB order, Traveling Engagements, or Electronic Media matters]. The written charges shall specify the time and place of the alleged offense(s) together with a statement of the nature of and basis for the Charges and such information as the charged party needs to prepare a proper defense.
- C. Time Limit:** All Charges must be filed within one year from the date of the event(s) that gave rise to the Charges or within one year from the date on which the relevant facts became known or reasonably could have become known, whichever is later.
- D. Notice:** The President/Secretary shall file a notice of the charges upon the charged party personally or to the last known address by *Certified Mail, Return Receipt Requested*. The notice shall require the charged party to appear for a hearing by the Board on the Charges at a specified date, time, and place. The date shall be at least ten days after the mailing of the notice.
- E. Trials:** The Board shall conduct a full and fair hearing on the charges. Any Officers who are a party of interest to the charges must recuse themselves. The accused and any other member appearing shall answer all proper questions truthfully and shall produce relevant documentary evidence. The accused shall have the right to have any member assist as counsel and to call witnesses. Any member failing to appear before the Board when summoned shall be subject to charges.
- F. Default:** If the charged party fails to appear without good cause (as judged by the Board) after receiving notice, the Board may render a decision by default.
- G. Penalties:** If the Board finds a member guilty, it may impose disciplinary action in the form of a reprimand, a fine of not more than \$5,000.00, and/or expulsion, but only in strict conformity with the requirements and procedures of this Article.

- H. Appeals:** A charged party found guilty shall have the right to appeal the decision to the IEB in accordance with the AFM Bylaws. The President/Secretary shall give the member written notification of his/her right to appeal.

## **Article XIII**

### **Grievances and Claims**

- A. Definitions:** A Grievance shall be an alleged violation of a CBA or other governing contract or Agreement by any party thereto that provides for arbitration of disputes. A Claim shall be an alleged monetary obligation any member has to any other member when no Agreement providing for arbitration of disputes governs the engagement.
- B. Grievance Provisions:** The provision for Grievance and Arbitration in the governing Agreement shall be the exclusive method of resolving disputes that arise between any of the parties to those Agreements. If the procedure designates the Executive Board as the Arbitrator, the Board shall hear the Grievance as an impartial Board of Arbitration (with any involved party recused). If the Grievance Procedure makes the Board's decision final and binding, there shall be no appeal.
- C. Filing a Grievance:** Any party may file a Grievance, including a Local Officer (who may not then take part in the Board's deliberations and decision). If a Musician affected by the CBA or contract files the Grievance, this shall be done through the Local by filing a written complaint with the President/Secretary. The Local shall file and pursue the Grievance on behalf of the Musician unless it determines that the Grievance is totally without merit.
- D. Claims:** In the absence of an applicable provision for Grievance and Arbitration, any member, or the Local on its own initiative, shall have the right to file a Claim against any other member for any monies due related to musical engagements. To do so, the claimant shall submit a signed written statement with the President/Secretary. The statement shall specify with reasonable certainty, the time and place of the alleged event(s) giving rise to the Claim together with a statement of the nature of and basis for the Claim and such information as the respondent needs to prepare a proper defense.
- E. Time Limit:** Any Claims connected with steady engagements must be filed within one month of the time the payment is due. Any Claims connected with miscellaneous engagements must be filed within one year from the date of the event(s) that gave rise to the Claim or within one year from the date on which the relevant facts became known or reasonably could have become known, whichever is later.
- F. Notice:** The Local shall serve at least ten days notice to all involved parties advising them of the date, time, and place of the hearing on the Grievance or Claim. This notice, and any other necessary communication, shall be sent to the parties by *Certified Mail, Return Receipt Requested*.

- G. Hearings:** At the hearing, all parties shall receive a full and fair hearing, answering any and all questions and producing relevant documentary evidence. The parties shall have the right to call witnesses. Witnesses shall testify under oath when required. Written statements shall not be accepted in lieu of oral testimony without the Board's permission. Any party failing to appear shall be subject to judgment by default.
- H. Appeals:** Except under a CBA or contract specifying the Board as a final and binding arbitrator, the party against whom the Board rules shall have the right to appeal the decision to the IEB in accordance with the AFM Bylaws.

## **Article XIV**

### **Negotiations and Ratifications**

- A. Orchestra Committees:** Whenever there is a need for the Local to negotiate with an employer for a CBA, the affected members of the bargaining unit shall elect an Orchestra Committee from their ranks. The Local Officers and the Orchestra Committee shall work together to negotiate and administer the CBA.
- B. Negotiating Procedure:** Whenever a negotiation for a CBA is pending, any negotiators assigned by the Board shall consult with the Orchestra Committee. The negotiators and the Committee shall conduct the negotiations and attempt to reach agreement with the employer.
- C. Ratification:** Any proposed agreement to which the Negotiating Committee has agreed shall be submitted to the affected Local members for ratification by majority vote. The Local shall give notice of a ratification meeting to all members eligible to ratify. In cases of necessity, the Local may elect to conduct the ratification balloting exclusively by mail. The Local shall not execute any contract until the affected members have ratified it.

## **Article XV**

### **Amendments**

- A. Resolutions:** Except as provided in Article III, Section K, the Bylaws shall be amended by, and only by action of a Membership Meeting on a duly introduced Resolution. Resolutions for amendment may be proposed over the signatures of any three members in good standing, by any duly appointed committee, or by the Executive Board. The proponents shall submit the Resolution in writing to the President/Secretary at least 60 days prior to the General Meeting at which it is to be considered.
- B. Board Review:** The Board shall review any Resolution for amending the Bylaws at its next meeting after its submission. Any proponent of a Resolution shall have the right to be present to discuss the Resolution with the Board. The Board shall have the right to suggest changes to the form or language of the Resolution, which, if the proponent accepts, shall constitute the form in which the Resolution shall be presented to the membership. If the proponents do not accept the proposed change(s), the Board may propose them at the Membership Meeting as amendments to the Resolution. The Board may also offer its recommendation to the membership as to whether or not the Resolution should be enacted.

- C. Enactment:** The President/Secretary shall give Due Notice to the membership of any Resolution to amend the Bylaws and of the time and place of the Membership Meeting at which it will be considered. The Resolution shall require a two-thirds vote for enactment, except that any Resolution affecting dues (including Work Dues), fees, or assessments shall require only a majority vote. Voting shall be by secret ballot. Unless otherwise specified in the Resolution, the effective time of any amendment shall be immediately upon passage.
- D. Lack of Quorum:** If there is no quorum for the General Meeting at which a Resolution to amend the Bylaws is scheduled for consideration, the Executive Board shall have the authority unless the Resolution affects dues (including Work Dues), fees, or assessments to act upon the Resolution at its next regular Meeting with a two-thirds vote required for enactment.