



Constitution & Bylaws

Amended
September 23, 2022

United Scenic Artists, Local USA 829, IATSE

REPRESENTING

ALLIED CRAFT MEMBERS
ART DEPARTMENT COORDINATORS
ART DIRECTORS
COMPUTER ARTISTS
COSTUME DESIGNERS
COSTUME DEPARTMENT COORDINATORS
COSTUME STYLISTS
GRAPHIC ARTISTS
INDUSTRIAL / UTILITY MEMBERS
LIGHTING DESIGNERS
MURAL ARTISTS
PRODUCTION DESIGNERS
PROJECTION DESIGNERS
SCENIC ARTISTS
SCENIC DESIGNERS
SOUND DESIGNERS

Preamble

We the Members of United Scenic Artists, Local USA 829 affiliated with the International Alliance of Theatrical Stage Employees (IATSE) — believing that organization and collective action is necessary to foster and adopt ways and means for the continuous improvement of the working and living standards of the members of the Local; to secure legislation in the interests of our members; to bring about higher wages, shorter hours and better working conditions for them; to influence public opinion by peaceful and legal methods, in favor of our Local, our sibling locals and all organized labor generally; to promote, encourage and bring into existence satisfactory contractual relationships with employers in the industries from which the members are drawn; to advance and maintain better relations between our members and their employers; and to otherwise enrich the lives of our members, all other working people and all humanity—do hereby formulate and adopt the following Constitution for our guidance and government.

Article I: Name

This organization shall be known as “United Scenic Artists, Local USA 829” of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC.

Article II: Reference to the IATSE Constitution

These laws are subject to the IATSE Constitution but do not comprise all the rules and regulations under which members of the International Alliance of Theatrical Stage Employees are governed, which may be found in greater detail in the IATSE Constitution.

Article III: Autonomy and Jurisdiction

A. AUTONOMY

The Local Union is an association of designers, artists, craftspeople and coordinators engaged in the practice of the scenic arts in their many applications, including, but not limited to: designing, model making, sketching, construction drawing, painting, molding, sculpting and casting of scenery, costumes, properties, decorations and graphic art for the stage, motion pictures, videotape and other electronic or digital reproduction, television, internet and industrial production; designing and supervising of lighting for theatrical and industrial productions; designing of sound and sound effects for theatrical and industrial productions; graphic art work; designing and executing murals and architectural decorations and placement upon all surfaces; designing, executing, animating and manufacturing dioramas and displays; designing, painting, sculpting and effects for theme and amusement parks, expositions and exhibitions; and work in any other industries and media in which the Local Union's crafts are used. The Local Union enjoys all the rights, duties and responsibilities possessed by other local unions of the IATSE, including the right of local autonomy as set forth in the Constitution of the IATSE.

B. TERRITORIAL JURISDICTION

The jurisdiction of Local USA 829 shall be as set forth in the Charters of the merged local unions, the IATSE affiliation agreement, and as determined by the General Executive Board of the Alliance.

C. REGIONAL JURISDICTION

Local USA 829 shall be initially divided into three (3) Regions with the following territorial jurisdictions:

1. An **Eastern Region**, with a New York City office, including Alabama, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, District of Columbia, the Commonwealth of Puerto Rico and members living abroad.
2. A **Central Region**, with a Chicago office, including Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Minnesota, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, Wisconsin and the Provinces of Manitoba, Ontario and Quebec.
3. A **Western Region**, with a Los Angeles office, including Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and the Provinces of Alberta, British Columbia and Saskatchewan.

Article IV: Objectives

A. THE OBJECTIVES OF THIS ORGANIZATION SHALL BE:

1. To promote community among its members, improve working hours and conditions through collective bargaining, obtain just compensation for all services rendered, maintain a high artistic standard of work, further and promote the use of our craft and skills within the theater, motion pictures, television, and other fields.
2. To promote their individual rights in the prosecution of their trade or occupation.
3. To raise funds for the benefit of sick, disabled, or unemployed members and the families of deceased members who continuously complied with our laws.
4. To unite into one (1) labor organization all workers eligible for membership, regardless of race, color, religion, creed, ethnicity, sex (including pregnancy), sex characteristics, gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), body size, sexual orientation, age, class, national origin, disability as defined in the American with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, familial status, parental status or any other categories protected by law.
5. To protect and preserve the union as an institution and in the performance of its legal and contractual obligations.
6. To cope with such other problems of mutual interest to its members as may arise from time to time.
7. It is recognized that the problems with which the labor organization is accustomed to deal are not limited to “bread and butter” unionism or to organization and collective bargaining alone, but encompass a broad spectrum of economic and social objectives as set forth above and as the union may determine from time to time. We, therefore, determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of the organization and its members.

Article V: Membership

A. CLASSIFICATIONS

1. Membership in United Scenic Artists shall be by Classifications, united in one (1) labor organization regardless of race, color, religion, creed, ethnicity, sex (including pregnancy), sex characteristics, gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), body size, sexual orientation, age, class national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, familial status, parental status or any other categories protected by law. Classification shall be established according to work categories as specified in the Bylaws.

B. REGIONAL MEMBERSHIP

1. Every member shall be registered within the Region of their principal residence.
2. Should a member change their place of residence, they shall inform the Financial Secretary and, if the new residence is within the territory of a different Region, they shall be registered as a member of such Region as may apply.

C. RETIRED MEMBERS (PER ARTICLE 14, SECTIONS 1A & 1B OF THE ALLIANCE CONSTITUTION)

1. For the purpose hereof, a Retired Member is one who is at least sixty-five (65) years of age, who ceases employment within the jurisdiction of the Alliance and who, if application be made on their behalf by the Local Union on a form to be provided for that purpose, shall be issued a membership card bearing the notation "Retired Member."
2. Retired Members shall have voice but no vote at union meetings. They are not eligible to hold any office or vote either in elections or for ratification of agreements.
3. Any member who is issued a Social Security total and permanent disability award, and who is less than sixty-five (65) years of age, shall, upon presentation of satisfactory proof thereof, be recognized as a Retired Member.
4. No per capita tax shall be payable for Retired Members, as herein described, who have attained their seventy-fifth (75th) birthday and who have held membership for at least twenty-five (25) years. Such members shall be awarded a special lifetime membership card, permanent in nature and gold in color, which shall not require payment of any quarterly dues.

Article VI: Admission to Membership

A. EXAMINATION AND ELECTION TO MEMBERSHIP

1. Each Classification shall establish its own examination and/or other means of qualifying applicants to its branch of work, subject to the policies of the Local Union. The Local Union Executive Board shall establish uniform national standards. It shall be the policy of the Local Union, where examinations are established, to hold exams at least annually to certify the qualifications of applicants for membership.
2. Any person who wishes to follow more than one (1) branch of work under the jurisdiction of Local USA 829 may take the additional examinations, if any, or appear before an appropriate committee, which will qualify them in the desired Classification(s).
3. Applicants for membership shall fill out an official application form and shall pay such examination or application fees as shall be established by the designated Examination or Review Committee.
4. If an applicant for membership is judged to be qualified by an examination or review committee that is established by the examination committee of the Region, their name shall be submitted for approval to the Membership Meeting where the review was conducted.

B. PROFESSIONAL MEMBERSHIP

1. It is the intention of this Local Union to include within its membership all professionals working in areas in which we have collective bargaining agreements and, therefore, when it shall come to the attention of a Regional Business Representative that an individual is found to be so working, said individual shall be proposed to the Regional Membership Meeting for membership.
2. Prospective members so proposed shall be proposed only in the Classification(s) in which they are actually found to be working.

C. ORGANIZING

1. When it is in the best interests of the Local Union for purposes of organizing, the Local Union Executive Board shall be empowered to adjust the examination and initiation fee requirements. Such requests may come from a Regional Board.

D. APPRENTICESHIP

1. Training programs for persons who aspire to membership in Local USA 829 may be established by each Classification in accordance with the needs of the Local Union to encourage the development of artists in the respective crafts. Such programs shall be under the general supervision of the Regional Board and must have the approval of the Local Union Executive Board. The programs must adhere to the standards and specifications of the 501(c)(3) established by the Local Union and administered by the Trustees of the United Scenic Artist Apprentice & Training Fund. Apprentices may attend meetings with a voice but no vote.

E. TRANSFER FROM ANOTHER LOCAL

1. Any member of the Alliance may deposit a Transfer Card in Local USA 829 in accordance with Article 19, Section 17 of the Alliance Constitution. The Applicant shall be required to take the prescribed examination(s) or other means of qualification in the Classification of their choice and shall pay a transfer fee of \$500 or the difference between the Local USA 829 initiation fee and the initiation fee paid into their original local, whichever is greater.

Article VII: Responsibilities, Obligations, Rights & Benefits of Members

A. RESPONSIBILITIES

1. Every member is obligated to adhere to and follow the Local Union's Constitution and Bylaws and the IATSE Constitution with respect to their rights, duties, privileges and immunities conferred by them and by statute. Each member shall not interfere with the rights of fellow members.
2. Every member, by virtue of their membership in the Local Union, authorizes the Local Union to act as their exclusive collective bargaining representative, with full exclusive power to execute agreements with their employer governing terms and conditions of employment and to act for them and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of their employment with such an employer, in such manner as it deems within its discretion to be in the best interests of the Local Union.
3. No member shall interfere with the elected officers or Business Representatives of the Local Union in the performance of their duties, and shall refrain from conduct that would interfere with the performance of the Local Union of its legal or contractual obligations.

4. Local USA 829 considers workplace discrimination and harassment a major safety issue. Verbal, physical, or any other type of offensive, demeaning, bullying, or threatening behavior, sexual or otherwise, occurring in the work environment is unacceptable and will not be tolerated. The Local Union is committed to influencing the culture of our industry to ensure safe, equitable, and respectful workplaces for all our members.

B. OBLIGATIONS

1. All members must report to the Regional Office of the Local Union before beginning work in the Region.
2. All individual contracts for all work within the Local Union jurisdiction must be registered, approved and signed by the appropriate Regional Business Representative before any work is started under them, unless stated otherwise in the Local's particular collective bargaining agreement or unless a waiver is granted by the Regional Business Representative.
3. Any member of the Local Union who shall give their time toward the development of an idea requiring research work, the making of a plan, model or sketch or shall render any other such services, must be paid for such services and such work shall be undertaken only after a proper contract has been approved as per Article VII, Section B, Paragraph 2, above.
4. Any member, before accepting work from an employer, within the jurisdiction of United Scenic Artists, shall immediately inform the appropriate Regional Office which, if the employer does not have an agreement with the Local Union, shall secure the signature of the said employer to an agreement. No member shall be permitted to work for said employer until such an agreement is secured and the member so advised by the Regional Business Representative.
5. The member's Union stamp shall be imprinted on all work product; i.e. drawings, sketches, designs, painter's elevations, sound and light plots made by members of the Local Union, who must sign the same.
6. Every member shall keep the Financial Secretary informed of their correct and current address, telephone number, and e-mail address.
7. Strike duty, or any cause that involves picketing, is the responsibility and right of every member.
8. New members must participate in a mandatory orientation process. New members must either attend an orientation meeting or return an orientation questionnaire within one (1) year of joining the Local Union. The orientation committee will provide all appropriate materials to new members and notify them of orientation meetings.

C. VOTING RIGHTS

1. Every member in good standing who is not retired shall be eligible to vote in Local Union and Regional referenda and at Membership Meetings in their Region, subject to such limitations as are specified elsewhere in this document and the IATSE Constitution.

D. DEATH BENEFITS

1. Each member in good standing shall be entitled to the payment of a Death Benefit, to be paid out of the Local Union Death Benefit Fund, upon submission of a certified copy of the member's death certificate. The member shall designate, upon a form provided by and submitted to the Local Union, the beneficiary or beneficiaries of said Death Benefit. No Death Benefit shall be paid to the beneficiary(ies) of any member who has not been a member in good standing for at least six (6) months prior to their death. Death Benefits cannot be sold, assigned or attached.
2. The Local Union will notify any listed beneficiary(ies) of the existence of the Death Benefit upon receiving notice of the member's death.
3. When a member dies without naming any beneficiary(ies), or should such beneficiary(ies) predecease the member, their surviving relatives shall be entitled to the Death Benefit in the following succession: spouse/life partner, children, parents.
4. If no Death Benefit is claimed within a twelve-month (12-month) period of the member's death, the Death Benefit payment shall be transferred to the Sick and Benefit Fund by the Financial Secretary.

E. EMERGENCY

1. A Sick and Benefit Fund shall be maintained by the Local Union for aid to members in need. The Local Union Executive Board shall administer this discretionary Fund.
2. Upon the written request of a member in good standing, the Local Union Executive Board may grant a member in need a discretionary grant from the Sick and Benefit Fund.

F. MEMBERSHIP LIST

1. The Local Union office shall maintain files of members' names, telephone numbers and, at the request of individual members, resumes for the distribution to possible employers.
2. A national directory of members shall be published periodically by the Local Union.

Article VIII: Financial Obligations

A. INITIATION AND PROCESSING FEES

1. The Initiation Fee for the Scenic Artist, Scenic Design, Costume Design, Lighting Design, Sound Design, Projection Design, Computer Artist, Allied Crafts, Art Department & Costume Department Coordinator Classifications shall be \$3,500.00.
2. The Additional Classification Fee for members adding one (1) of the above Classifications shall be \$500.00.
3. The Initiation Fee for the Graphic Artist, Mural Artist and Utility Member Classifications shall be \$250.00.
4. Added to the Initiation Fee for all Classifications shall be the Alliance's Processing Fee prevailing at the time of admission.
5. Initiation Fees shall be those prevailing at the time of entry. Any applicant who qualifies in more than one (1) Classification shall pay the full Initiation Fee for the first Classification to which they are admitted and the Additional Classification Fee for each subsequent Classification to which they are admitted.
6. The full Initiation Fee shall be payable ninety (90) days from the date that the applicant is notified of election to membership in the case of those taking the examination. In the case of Professional Membership, the full Initiation Fee shall be paid with the application and held in escrow pending election to membership. Apprentice applicants, upon successful completion of the Apprentice Program, shall pay the Initiation fee of \$750.00 and the prevailing additional IATSE dues and fees.
7. In consideration of the time and money normally required for an applicant to complete the examination successfully, those new members who are admitted upon the recommendation of the Examination or Review Committee as having successfully passed the examination shall receive a credit of \$2,000.00 on the listed Fee, and the total Initiation Fee for such new members, whether in single or multiple Classifications, shall not exceed \$1,500.00.
8. Any individual admitted to an additional Classification, other than by the recommendation of the Examination or Review Committee as having qualified for such Classification, shall pay the Additional Classification Fee for each subsequent Classification to which they are so admitted.

9. The procedures for any Scenic Artist, Scenic Design, Costume Design, Lighting Design, Sound Design, Projection Design, Computer Artist or Allied Crafts member in good standing to add a Classification and the fees that shall apply shall be:
 - a. Any member in good standing may take the examination for each added Classification and, upon passing, pay only the registration fee for each examination.
 - b. Any member in good standing may add a Classification through the Professional Membership by paying the Additional Classification Fee.
10. Applicants for the Classifications of Mural Artist, Graphic Artist, Art Dept. Coordinator, Costume Dept. Coordinator and Utility Member pay the full Initiation Fee for that Classification prevailing at the time of entry.
11. Members of the Mural Artist, Graphic Artist, Art Dept. Coordinator, Costume Dept. Coordinator and Utility Member Classifications may transfer to the Scenic Artist, Scenic Design, Costume Design, Lighting Design, Sound Design, Projection Design, Computer Artist or Allied Crafts Classifications by taking the appropriate examination or through Professional Membership application, and shall receive a credit in the amount of the original Initiation Fee and shall pay the difference between the original Initiation Fee and the Initiation Fee for the first new Classification and shall pay the Additional Classification Fee for each subsequent added Classification.
12. Additional Initiation Fees may be established by the Local Union Executive Board with the approval of the membership for any additional Classifications established.
13. Local Union Initiation Fees of any applicant may be waived or reduced for purposes of organizing, or in special circumstances by the Local Union Executive Board.

B. DUES AND FINANCIAL OBLIGATIONS

1. Dues shall consist of per capita tax payments as stipulated by IATSE, plus Local quarterly dues.
2. All members shall pay percentage dues of two percent (2%) on all gross earnings within the jurisdiction of the Local Union, including over-scale, overtime and Additional Weekly Compensation.
3. All members working under contracts providing for a percentage dues check-off shall be asked to sign authorization cards authorizing the employer to withhold the percentage dues check-off from the member's earnings.

4. Quarterly dues and percentage dues shall be uniform for all members except Utility Members. Changes in dues and Initiation Fees shall be determined by referendum vote of the membership, except that Local Union quarterly dues shall be automatically increased, effective January 1, by a percentage equal to the percent increase in the cost of living during a twelve-month (12-month) period ending August 31, preceding each respective effective date, as determined by the cost-of-living index [The Consumer Price Index, All Items (CPI-W)] issued by the U.S. Bureau of Labor Statistics. The new Local Union monthly dues shall be rounded to the nearest ten (10) cents. In any given year, the Local Union Executive Board may, at its discretion, lower the increase for that year.
5. Every member in good standing must have a quarterly working card, which shall be issued to each member upon payment of quarterly dues in advance.

C. ASSESSMENTS

1. Every member shall pay an annual Organizing Fund Assessment equal to \$8.00 per quarter.
2. Every member shall pay \$1.50 into the Local Union Death Benefit Fund upon the death of a member, from which a benefit shall be paid to the beneficiary(ies) of the deceased. The amount of the Death Benefit shall be established each year based on the member count at the start of the year. Any uncollected Death Benefits shall revert to the Sick & Benefit Fund.
3. Every member shall pay an annual assessment equal to \$1.50 per quarter into the Local Union Sick and Benefit Fund (see Article VII, Section E, Paragraph 1).
4. Every member shall pay an annual assessment of \$15 to fund the hiring of a Health and Safety Representative to research hazards and conditions on a national basis as well as to enforce our contracts in the area of health and safety nationwide. Any year that the Local Union has a net income of at least \$50,000 at year's end, the assessment shall be waived for the following year only.
5. Special Assessments may be authorized for such purposes as the membership may decide.
6. If at any time the liabilities of the Local Union shall exceed the receipts and the assets thereof, the deficiency shall be raised by an assessment upon the members after approval by the membership through a General Motion.

D. FAILURE TO PAY DUES

1. **SUSPENSION.** Any member who is three (3) months in arrears in their regular monthly dues, or an amount equivalent to three (3) months' dues, shall be automatically suspended from all benefits and privileges of the Local Union until such indebtedness is paid in full.

2. SUSPENDED MEMBERS MAY NOT WORK WITHIN THE JURISDICTION OF THE LOCAL UNION.
3. REINSTATEMENT. Members wishing to reinstate themselves following suspension shall pay all outstanding indebtedness through the month of reinstatement plus a Reinstatement Fee of \$25.00.
4. DROPPED FROM MEMBERSHIP. Members will be dropped from the rolls upon delinquency of six (6) months' regular monthly dues, or any indebtedness equal to or exceeding six (6) months' regular dues, and are obliged to return their Union stamp. Prior to being dropped, members shall be notified by certified mail in accordance with Article 21, Section 12 of the IATSE Constitution.
5. REAFFILIATION. Members who have been dropped and wish to reaffiliate must make application as a new member, pay all indebtedness incurred prior to being dropped and pay all fees and charges required of new members. All applications for re-affiliation must be approved by the membership of the Region, and must follow the procedure outlined in the IATSE Constitution.

E. FINES

1. Fines may be imposed by a Trial Board for violation of the Constitution or Bylaws of the Local Union or Alliance.
2. Fines must be paid in full before an appeal of the Trial Board's decision can be made.
3. No member shall be credited with dues until all fines, assessments, percentage dues and other indebtedness against them, due and payable, are paid in full.

F. WITHDRAWAL CARD

1. Members wishing to temporarily disaffiliate because they are not working in the crafts of the Local Union may take an Honorable Withdrawal Card in accordance with the provisions of Article 19, Section 18 of the Alliance Constitution. A member taking Honorable Withdrawal may be readmitted without examination by a majority vote of the appropriate regional membership.
2. A member reactivating from Honorable Withdrawal may be readmitted only after payment of all dues and assessments accrued during the period of withdrawal, and by following the procedures as laid out in the IATSE Constitution.

G. RESIGNATION

1. A Member wishing to disaffiliate may resign by Certified Letter to the Financial Secretary. The resignation shall become effective within 20 days of the receipt of the notice of resignation and not later than the end of the quarter. A member so resigning shall forfeit all rights, benefits and privileges in the Alliance and the Local Union, shall not be permitted to work within the jurisdiction of the Alliance and shall be obligated to return their Union stamp(s).

H. READMISSION

1. Members holding Honorable Withdrawal cards or who have resigned or have been expelled for failure to pay financial obligations may be readmitted at the option of the Local Union provided all International per capita and all Local Union dues or assessments accrued during the period of expulsion or withdrawal are paid.
2. Resigned or expelled members may be readmitted only upon reapplication for membership and as set forth in the Local and Alliance Constitutions.
3. Members who hold Honorable Withdrawal cards may be readmitted to membership without examination by a majority vote of a Regional Membership Meeting. A reactivation fee, currently \$250.00, must be paid at the time of readmission.

Article IX: Benefit Funds

A. THE PENSION FUND (DEFINED BENEFIT FUND)

1. A Defined Benefit Fund has been established, called the United Scenic Artists Local 829 Pension Fund, to provide pension or retirement benefits for eligible members.
2. Eligibility for benefits under the Pension Fund (Defined Benefit Fund) is acquired through employment under agreements between employers and the Local Union and according to the rules established by the Pension Fund Board of Trustees.
3. All contributions to the Pension Fund are made by the employers according to terms set by agreements and are in addition to employee earnings. Members may not contribute to the Pension Fund (Defined Benefit Fund) on their own behalf.

B. THE 401(K) PLAN (DEFINED CONTRIBUTION FUND)

1. A Defined Contribution Fund has been established, called the United Scenic Artists Local 829 Retirement 401(k) Plan. This plan is a multi-employer defined contribution plan, designed as a profit-sharing plan that will provide retirement funds to certain union employees, primarily through salary deferrals.

2. Eligibility for benefits under the United Scenic Artists Local 829 Retirement 401(k) Plan is acquired through employment under agreements between employers and the Local Union and according to rules established by the 401(k) Plan Board of Trustees.

C. TRUSTEES OF THE UNITED SCENIC ARTISTS BENEFIT FUNDS

1. The operation and administration of the Benefit Funds of Local USA 829 is the responsibility of the respective Boards of Trustees, which are comprised of an equal number of Trustees representing the Local Union and the Employers.
2. The Local Union Executive Board shall appoint the Union Trustees in conformity with the Trust Agreements.
3. A Union Trustee may be removed at any time by resolution of the Local Union Executive Board, filed with the remaining Trustees.

D. THE WELFARE FUND

1. Participation in a Trust Fund, called the IATSE National Benefit Funds (NBF) Health & Welfare Plan C, has been established to provide medical and hospital coverage, prescription drug and dental benefits, vision services and life insurance benefits for eligible members.
2. Eligibility for benefits under the IATSE NBF Health & Welfare Plan C is acquired through employment under agreements between employers and the Local Union and according to rules established by the IATSE NBF Board of Trustees.
3. All contributions to the IATSE NBF are made by the employers according to terms set by agreements, and are in addition to employee earnings.

E. THE IATSE ANNUITY FUND

1. Local USA 829 is also a participant in the IATSE Annuity Fund, which provides annuity pension benefits for eligible members.
2. Eligibility for benefits under the IATSE Annuity Fund is acquired through employment under agreements between employers and the Local Union and according to rules established by the IATSE Annuity Fund Board of Trustees.
3. All contributions to the IATSE Annuity Fund are made by the employers according to terms set by agreements and are in addition to employee earnings. Members may not contribute to the IATSE Annuity Fund on their own behalf, and are subject to the rules and terms set by the IATSE Annuity Fund Board of Trustees.

Article X: Local Union Executive Board

A. COMPOSITION

1. The Local Union Executive Board shall consist of the President, Vice-President, Corresponding Secretary, Financial Secretary, Business Agent, the elected Regional Business Representatives and twelve (12) Regional Trustees.

B. DUTIES

1. All powers of Local Union USA 829 shall be vested in the Local Union Executive Board subject to any limitations thereof by this Constitution and Bylaws.
2. The Local Union Executive Board is designated and empowered to act for the Local Union and shall decide all points of operation, organization and law arising under the jurisdiction of the Local Union, unless otherwise directed by the membership of the Local Union. The Local Union Executive Board's decisions and actions shall remain in full force and effect subject only to revocation by action of the membership of the Local Union or in accordance with the procedures set forth in the IATSE Constitution.
3. The Local Union Executive Board shall review and act upon matters referred to it by any Regional Board and/or any Membership Meeting and shall investigate complaints of members submitted to the Board where Regional remedies have been exhausted.
4. Minutes of the Local Union Executive Board meetings shall be distributed to each Regional Board, where they shall be available for inspection by any member upon request.
5. Members of the Local Union Executive Board shall be ex-officio members of all Local Union committees, except the Election Committee when a candidate for office.
6. The Local Union Executive Board shall publish a Newsletter at least quarterly that shall contain notices and information from the administrative office of the Local Union, reports of actions taken by Local Union and Regional Boards and other such items as may be of interest to the membership. This Newsletter shall be among the duties and responsibilities of the Corresponding Secretary.
7. The Local Union Executive Board shall hold regularly scheduled meetings of its members by convening such members in one (1) location or by teleconference. A quorum shall consist of five (5) members, including at least one (1) from each Region.

Article XI: Financial Structure

- A. THE LOCAL UNION SHALL BE THE DEPOSITORY OF ALL FUNDS** and manage the disbursement thereof.
- B. EACH REGION MAY MAINTAIN ITS OWN ACCOUNTS FOR AUTHORIZED REGIONAL FUNDS.** These accounts shall be the responsibility of the Regional Board and the Regional Secretary/Treasurer.
- C. EACH REGIONAL BOARD MAY ESTABLISH AND MAINTAIN BANK ACCOUNTS,** and shall be represented on the annual Budget Committee to draw up the Local Union's operating budget for approval. The proposed budget for the Local Union shall then be presented for approval at the February Membership Meetings for membership approval as a General Motion.

Article XII: Officers

- A. THE OFFICERS OF THE LOCAL UNION SHALL BE** a President, Vice-President, Corresponding Secretary, Financial Secretary, Business Agent and twelve (12) Trustee Officers from the Regions. The President, Vice-President, Corresponding Secretary, Financial Secretary and Business Agent shall be nominated and elected at large by the entire membership of the Local Union. Twelve (12) Local Union Trustees shall be nominated and elected from and by the Regional membership—two (2) from the Central Region, two (2) from the Western Region and eight (8) from the Eastern Region—on a rotation schedule. Three (3) of the Trustees from the Eastern Region shall reside and work outside the New York metropolitan area, defined as being a 60-mile radius from Columbus Circle.
- B. REMUNERATION**
 - 1.** Proposed salaries, benefits or stipends for Local Union and Regional Representatives and Officers shall be formulated by the Local Union Executive Board and presented for approval at the February Membership Meetings. The recommendation may be amended at that time and resubmitted to the Regional Meetings in April. Agreement must be reached and salaries, benefits and stipends approved prior to nominations at the May Membership Meetings. The remunerations so established shall then take effect as of the commencement of the term of office or anniversary thereof. The terms of service of the Local Union Business Agent, the Financial Secretary and the Regional Business Representatives shall be constituted to overlap with their successors' term of service for a training period of not less than two (2) weeks.

During this time, both incumbent and successor shall be remunerated at the full rate of pay.

2. Salaries, benefits or stipends may not be reduced during any one (1) term of office except in the event the funds of the Local Union are not sufficient to pay the amounts previously fixed.

C. TERMS OF OFFICE

1. All Officers, Representatives and Trustees of the Local Union shall serve a term of three (3) years.
2. If an Officer or Trustee absents themselves from, or fails to discharge the duties of, the office for three (3) consecutive meetings without a reasonable excuse, the office shall be declared vacant by the President and nominations and election to fill the same shall take place.
3. Vacancies occurring among the Officers of the Local Union shall be filled by nominations at the next meeting and election under procedures set forth herein, except that if, at the time vacancy occurs, the period remaining to the end of the unexpired term of the vacant office is twelve (12) months or less, the vacancy shall be filled by appointment by the President.

D. EXPIRATION OF TERM OF OFFICE

1. All Local Union Officers, at the expiration of their terms of office or when removed under procedures set forth in the Alliance Constitution, shall immediately deliver to their successors all books, papers, monies and other property in their possession belonging to the Local Union. They shall not be relieved from their bonds until they have done so.

E. DUTIES OF THE PRESIDENT

1. The President shall preside at all Local Union meetings, preserve order and enforce the Constitution and Bylaws. The President shall decide all questions of order subject to an appeal to the Local Union. The President shall not vote except by ballot, but shall have the deciding vote in case of a tie when voting by any other method.
2. The President shall appoint Local Union committees, but Regional or local counterparts shall be appointed by the Regional Chairperson.
3. During the temporary absence of any Local Union Officer, except Local Union Trustees, the President shall appoint a member to fill the vacancy pro tem. The Regional Board shall designate a temporary replacement for the absent Trustee.

4. The President may sign orders by the Financial Secretary or checks upon the funds in banks authorized by the Local Union; but on no consideration shall they sign warrants or checks for money to be donated or loaned to members.
5. The President shall call special meetings when requested in writing by at least ten percent (10%) of the members in good standing. All members must be notified of such meeting by a notice that is sufficiently detailed to inform the members of the purpose of the meeting and matters to be voted on, if any.

F. PRECEPTOR

1. The immediate ex-President, any other ex-President or, in their absence, any Officer or member of the IATSE in good standing shall act as Preceptor in initiation and installation ceremonies.

G. DUTIES OF THE VICE-PRESIDENT

1. The Vice-President shall assist the President in the discharge of their duties and fill their place in case of absence.

H. DUTIES OF THE CORRESPONDING SECRETARY

1. The Corresponding Secretary shall keep correct minutes of each meeting, read all documents and correspondence, issue all summonses for meetings, have charge of the seal and affix the same to all official documents, may sign orders by the Financial Secretary or checks upon the bank and conduct all official correspondence (except as otherwise provided).
2. The Corresponding Secretary shall notify the General Secretary-Treasurer at once of any change of Local Union Officers.
3. The Corresponding Secretary shall send a report of the proceedings of the Local Union Executive Board to the next Regional Board meetings, and shall immediately notify the Alliance General Office of all disciplinary action as proscribed in the Alliance Constitution.
4. The Corresponding Secretary shall keep important documents, papers and correspondence, as well as files on contracts and agreements with employers. Upon request of any person, made in person or in writing, to the Corresponding Secretary or Business Representative during regular hours at the principal office, the Corresponding Secretary or the Business Representative shall provide a copy of the Collective Bargaining Agreement made by the Local Union with the employer of such person, if the person making such request is directly affected by such agreement.
5. The Corresponding Secretary shall also maintain, at the principal office of the Local Union, copies of agreements made by the organization where the IATSE has negotiated such contract and the employees represented by the Local Union are directly affected by such agreement, which agreements shall be

available for inspection during the regular hours maintained at the principal office of the Local Union by any member or by any employees whose rights are affected by such agreements.

6. The Corresponding Secretary shall publish the Newsletter, as described in Article X, Section B, Paragraph 6 above, and shall have special duties during elections as described below:
 - a. The Corresponding Secretary shall create an Election Schedule for any upcoming election in enough time to allow the schedule to be published in the April Newsletter, prior to the May Nomination meetings.
 - b. The Corresponding Secretary shall make available, for any bona fide candidate, mailing labels of the membership list.
 - c. The Corresponding Secretary shall retain copies of all requests for distribution of campaign literature and copies thereof, shall make a record of the date the literature was distributed, the cost thereof and the amount received for such work and for postage, a copy of the notices of nomination and of the election, a copy of the ballot, the official tally sheet submitted by the tellers and such other records as shall relate to the conduct of the election.
7. In the absence of both the President and Vice-President, the Corresponding Secretary shall call the meeting to order and a President pro tem shall be elected by the Local Union.

I. DUTIES OF THE FINANCIAL SECRETARY

1. The Financial Secretary shall be responsible for all moneys of the Local Union. They shall ensure that all moneys are deposited in the name of the Union in a bank or banks designated by the Local Union. The Financial Secretary shall be authorized to pay any Local Union expenses as are sanctioned by the Local Union Executive Board. All such checks must be signed by two (2) of the following: President, Vice-President, Corresponding Secretary or Financial Secretary. The Financial Secretary shall, when ordered by the Local Union Trustees, render an immediate account of all Local Union moneys received and disbursed, as well as all other financial holdings of the Local Union.
2. The Financial Secretary shall submit their books to the Local Union Trustees, for inspection, at any time when called upon to do so.
3. The Financial Secretary shall make reports on all receipts and disbursements at each meeting of the Executive Board. They shall send a monthly financial report to be read at the next Membership Meeting. They shall make a report to their successor in office of all moneys, vouchers, receipts, etc. that are the property of the Local Union.

4. The Financial Secretary shall receive all moneys paid into or received by the Local Union, shall issue receipts for same, and shall report to the membership at each meeting the receipts collected in the prior month and same is to be recorded into the official minutes.
5. The Financial Secretary shall deposit all funds collected into the proper union account on a timely basis.
6. The Financial Secretary shall maintain and make all entries in required reports as amended from time to time by the office of the General Secretary-Treasurer. All receipts from members entered on the cash receipts journal are also to be posted to individual member's ledger. At the end of each quarter a copy of the Activity Report is to be submitted to the office of the General Secretary-Treasurer.
7. The Financial Secretary shall read each quarter a summary report stating the overall membership with the gain or loss of membership noted, the number and names of members on application and those initiated, the number and names of members reinstated, and the names and number of transfer cards and withdrawal cards deposited and issued. The Financial Secretary shall report all suspensions and reinstatements.
8. The Financial Secretary shall keep a correct account of each member's financial standing together with the member's full name, last known address, social security and phone number, date of birth and date of initiation. The Financial Secretary shall also see that a designation of beneficiary card is completed.
9. Fines imposed upon a member shall be charged to the member's account by the Financial Secretary and must be paid before dues are accepted. However, if the Local Union has granted the member a stated time or a time payment program, the Financial Secretary shall accept dues and fine payments in accordance with said stated payment plan. The Financial Secretary shall not accept or credit dues payments from a member until all fines, assessments and other indebtedness against said member, due and payable, are paid in full.
10. The Financial Secretary shall under no condition accept partial payment from a suspended member making application for reinstatement, but must collect complete indebtedness which the member owed when suspended, the reinstatement fee and such additional dues and assessments to and including the month of reinstatement before presenting the application for approval of the Local Union.
11. The Financial Secretary shall submit all claims for IATSE Retirement Status, Gold Card Status and 50-Year Certificates on the forms provided by the General Secretary-Treasurer, having same properly signed and attested in accordance with the Constitution.

12. The Financial Secretary shall complete and sign all Transfer Cards deposited and mail the same to the General Secretary-Treasurer, with quarterly reports.
13. The Financial Secretary shall, upon written request by any member in good standing, make available for inspection by such member a copy of any annual report required by law to be filed with the Department of Labor or Internal Revenue Service. Upon a written request by any member in good standing setting forth good and sufficient cause for requesting examination of any books, records and accounts necessary to verify an annual report referred to in this subsection, the Financial Secretary shall make arrangements to have the records available for inspection during regular business hours at a business office of the Local Union. In the event that the Financial Secretary believes that just cause does not exist for the request made, they may deny the request, in which case the member may appeal the matter within ten (10) days in writing to the Local Union Executive Board.
14. The Financial Secretary shall file bonds with the General Secretary-Treasurer in accordance with the applicable Sections of the Alliance Constitution.

J. DUTIES OF LOCAL UNION TRUSTEES

1. The Local Union Trustees shall represent and protect the interests of the Local Union and its entire membership and shall serve as liaison between their respective Regions and the Local Union Executive Board.
2. A trustee from each Region shall be assigned to the Budget Committee of the Local and shall in addition perform the following duties:
 - a. The designated Trustees shall, upon completion of the Audited Annual Report of the Financial Secretary, examine the report and the accounts of the Financial Secretary. The Trustees shall submit their findings to the next meeting of the Local Union Executive Board, which shall forward the report to the next Regional Membership Meetings.
 - b. At the end of each fiscal year the designated Trustees shall audit and examine the accounts, books and other appropriate membership records of the Financial Secretary (whose statement of receipts must correspond with bank reports). The Financial Secretary shall report the condition of it to the Local Union Executive Board.
 - c. The designated Trustees shall see that the Financial Secretary and other Officers or Representatives required to be bonded are so bonded in the manner and in the amount sufficient to thoroughly protect the funds of the Local Union.

K. DELEGATES

1. Any member in good standing shall be eligible to be a delegate to any Convention of the Alliance provided they are chosen by the membership of the Local Union on a secret ballot vote.

2. The Local Union shall send no fewer than six (6) delegates to the IATSE General Convention. The exact number shall be determined in each case by the Local Union Executive Board by the end of January preceding the Convention.
3. The Business Agent and the Officers of the Local Union—President, Vice-President, Corresponding Secretary and Financial Secretary—shall stand for election as Delegates to the General Convention along with their office, and the ballot shall so state.
4. In the General Election prior to the General Convention, there shall be an election of Alternate Delegates to the General Convention who shall be members in good standing and nominated and elected in the same manner as Officers of the Local Union and as provided in the General Constitution of the IATSE.
5. By virtue of their office, the Business Agent and the National Executives of the Local shall be given preference as Delegates. Additional Delegates shall be taken from the list of Alternate Delegates according to the number of votes tallied for each candidate. In case of a tie, the tie shall be broken by the drawing of straws.
6. The votes to which the Local Union is entitled shall be distributed equally among the Delegates, and any remaining votes shall be assigned to the President or, in the absence of the President, to the Business Agent.
7. The above is subject to all qualifications and rules stipulated in the IATSE General Constitution.

Article XIII: Business Representative

A. BUSINESS AGENT

1. The Business Agent will be nominated and elected at large by the entire membership of the Local Union. They shall serve as the Regional Business Representative for the Eastern Region as well as the Business Agent for Local USA 829.
2. The duties of the Business Agent are not confined to but shall include: serving as chief negotiator with current and prospective employers, organizing, policing Local Union work agreements, receiving and adjusting grievances and complaints, and making regular reports of their activities to meetings of the Local Union and the Alliance.
3. The Business Agent shall appoint Shop Stewards.

4. The Business Agent shall have the power to direct and supervise Business Representatives in the performance of their duties.
5. The Business Agent shall be an automatic Trustee to the Pension Fund.
6. The Business Agent shall be held responsible to the Local Union for results in organizing the Local Union's jurisdiction, for establishing working relations with employers and for protecting the jurisdiction of the Local Union.
7. The Business Agent shall be the first Delegate to IATSE District Conventions and shall appoint substitute or additional Delegates when necessary.

B. REGIONAL BUSINESS REPRESENTATIVES

1. The Regional Business Representatives shall be nominated and elected by their respective Regional membership. They will serve as the Business Representatives of their respective Regions under the supervision of the Business Agent.
2. It shall be the duty of the Business Representatives to look after the interests of the members of the Region and others within its jurisdiction, to visit all places where members are working or employment may be obtained, to see that the Local Union Constitution and Bylaws, the Alliance Constitution, working rules and employment agreements are enforced, to serve as a member of the Regional Negotiating Committees and to lead Regional negotiations, to organize, to appoint Shop Stewards and to render a monthly report to the Regional Board and a written report to the membership at each regular Membership Meeting.
3. The Business Representatives shall be, or shall become, familiar with all technical terms, requirements, skills, procedures and regulations applicable to the work in the entire jurisdiction of the Region that they serve.
4. The Regional Business Representative shall be present at each of their Regional Membership Meetings, Regional Board meetings and Local Union Executive Board meetings.

C. ASSISTANT BUSINESS REPRESENTATIVES

1. Assistant Business Representatives or Special Representatives may be appointed with the approval of the Local Union Executive Board. Their duties shall be at the direction of the Business Agent. They are not members of the Regional or Local Union Executive Boards.
2. Assistant Business Representatives and Special Representatives shall report to the Local Union Executive Board at the request of the Business Agent.

Article XIV: Regional Boards

- A. EACH REGION SHALL ELECT A REGIONAL BOARD FROM ITS OWN MEMBERSHIP RANKS.** This Regional Board shall consist of at least a Chairperson, Vice-Chairperson, Secretary/Treasurer, Regional Business Representative and, at the option of the Region, up to a maximum of six (6) Member Representatives. Any Regional Board may request additional Member Representatives to adequately represent the interests of the Regional Membership. Such requests shall be subject to the approval of the Local Union Executive Board. Such additions may be made only once every three (3) years, in the year of the General Election of Local Union Officers.
- B. ALL LOCAL UNION EXECUTIVE BOARD MEMBERS** are ex-officio members of their respective Regional Boards.
- C. ALL POWER OF A LOCAL UNION SPECIFIED IN THE ALLIANCE CONSTITUTION,** not reserved to the Local Union Executive Board herein, shall be vested in the Regional Boards for such Regional matters as concern that particular Region. The Regional Board is designated and empowered to act on behalf of its Regional membership.
- D. EACH REGION MAY ESTABLISH REGIONAL BYLAWS AND WORKING RULES,** subject to the approval of the Local Union Executive Board.
- E. THE REGIONAL BOARD SHALL SERVE AS THE TRIAL BOARD** of the Region in accordance with the Constitution and Bylaws of the International.
- F. EACH REGIONAL BOARD MAY ESTABLISH AND MAINTAIN BANK ACCOUNTS,** and shall be represented on the annual Budget Committee to draw up the Local Union's operating budget for approval.
- G. EACH REGIONAL BOARD SHALL MAINTAIN AND STAFF AN OFFICE** within the limits of its approved operating budget.
- H. EACH REGIONAL BOARD,** upon approval by its membership, may levy, collect and disburse any special Regional assessments deemed necessary.
- I. ALLOCATIONS ABOVE THE APPROVED OPERATING BUDGETS FOR A REGION** may be authorized by the Local Union Executive Board.
- J. THE SECRETARY/TREASURER OF EACH REGION** shall send a monthly financial report to the Financial Secretary of the Local Union.

Article XV: Elections

A. RIGHT TO VOTE AND HOLD OFFICE

1. All members in good standing shall have the right to nominate and vote for the President, Vice-President, Corresponding Secretary, Financial Secretary and Business Agent of the Local Union.
2. Members in good standing within each Region shall have the right to nominate and vote for the Regional Officers of their respective Region.
3. Any member in good standing in the Local Union shall be eligible to be a candidate for any Local Union Office and /or any Regional Office of the member's respective Region. The term "in good standing" as used in this Constitution and Bylaws shall be construed to mean that the member has fulfilled the requirements for membership in this Local Union, and has not voluntarily withdrawn from membership, nor been expelled or suspended from membership either for being in arrears in their financial obligations or for any offense after appropriate trial proceedings consistent with the Constitution and Bylaws of the IATSE, subject to these requirements and limitations:
 - a. Officers of the Local Union must be members of the Local Union, but to be eligible for elective or appointive office in the Local Union, a person shall be actively engaged in the industry within the Local's jurisdiction and have worked for at least one hundred and twenty (120) days in the past thirty-six (36) months and have been a member of the Local Union in continuous good standing for two (2) years. This provision may be waived in writing by the International President in special cases where the circumstances warrant it. Time served as an officer or an employee of the Local Union or the International shall be applicable towards the "one hundred and twenty (120) days in the past thirty-six (36) months" requirement. The "continuous good standing for two (2) years" has not been broken unless the member has been suspended under the Local's Constitution and Bylaws.
 - b. The member has attended at least 1 membership meeting or participated on a committee in the year prior to nomination.
4. No member may hold more than one (1) Local Union Office or more than one (1) Regional Office. However, a member may hold one (1) office on the Local Union Executive Board as well as one (1) Regional Office, and this shall not preclude service as a Trustee of the Pension Fund.
5. No member who maintains or conducts a shop for the execution of the type of work described in Article III, Section A above, and employing one (1) or more members therefore; nor any member who is an officer of a recognized contracting firm shall be eligible to hold office, serve as a delegate or vote on any question pertaining to wages and hours or become a candidate or vote for Business Agent or Business Representative; nor shall any member who is a producer contracting with the Local Union for work to be performed within the

jurisdiction; nor any member who is employed by a producer or contractor in an executive or managerial position outside the jurisdiction of the Local Union while said producer or contractor holds contracts or agreements with the Local Union for execution of work within the jurisdiction, unless they have not engaged in the activities described herein for a period of not less than twelve (12) months prior to nominations or the taking of a vote.

6. The Financial Secretary shall, following nominations, review the eligibility for office of any candidate and make a report to the President on each candidate. No member whose dues have been withheld by their employer for payment to the Local Union pursuant to their voluntary authorization provided for in a Collective Bargaining Agreement shall be declared ineligible to nominate, vote for or be a candidate for office in the Local Union, by reason of alleged delay or default in the payment of dues by their employer to the Local Union.
7. Any question of the eligibility of candidates nominated by motion at such a Nominations Meeting shall be referred to the President of the Local Union in accordance with the provisions of the Constitution, and may be appealed to the Local Union Executive Board. The President shall report eligibility of nominees to the Corresponding Secretary in writing.
8. In the event only one (1) candidate is nominated for any office, no election shall be conducted for such office unless required by law, and such unopposed candidate shall be declared elected by acclamation.

B. NOMINATIONS

1. Nominations for Local Union Officers and Business Agent shall be made at the May Membership Meetings. Nominations for Regional Officers and Business Representative shall be made at the same meeting.
2. The twelve (12) Local Union Trustees shall be nominated and elected by the respective Regions in rotation so that four (4) Trustees are elected each year.
3. A special notification shall be sent to each member at their last known address at least fifteen (15) days previous to the nominations, informing the member of the time and place of the Nominations Meeting and the Office(s) to be filled by election.
4. Members present at the nominating meeting and members not present at the meeting shall be eligible for nomination and, once determined to be eligible, shall be notified immediately by phone, with email backup, by the National Corresponding Secretary. Should they wish to accept or decline the nomination, they shall do so in writing within seven (7) days of notification of the nomination. If no candidate accepts the nomination within the seven (7) days, new candidates shall be nominated for the open Office(s) at the next Regional Membership Meeting.

5. Nominations shall not be closed until a call for further nominations has been made three (3) times by the presiding officer without further nomination being made.

C. METHOD OF ELECTION

1. Election of all Officers and Trustees, nationwide and regional, shall be by secret ballot via electronic ballot. If no e-mail address is on file with the Union, then a paper ballot will be mailed.
2. The Corresponding Secretary shall create an Election Schedule each year that will use the following as a guideline for the beginning and ending of the schedule:
 - a. SATURDAY BEFORE 1st MONDAY IN JUNE (Schedule begins) – Deadline for Financial Secretary to receive nominations from the Regions, after their May Nomination Meeting.
 - b. 4th FRIDAY IN JULY (Schedule ends) – Corresponding Secretary informs all nominees of voting outcome by e-mail and/or phone.
 - c. JULY OR AUGUST – Newly-elected officers are sworn into office at the first available Regional Meeting or LUEB Meeting [i.e. the first meeting after the 4th FRIDAY IN JULY] or within Thirty (30) days of announced election results.
3. After nominations have been closed, a ballot for the election of Local Union Officers and Trustees shall be prepared and sent to all members who are in good standing at the time of ballot release. A ballot for the election of Regional Officers and Trustees shall be prepared and sent to the members in good standing of the respective region.
4. The polls shall remain open for not less than fifteen (15) days, after which time the polls shall be declared closed. Mail ballots shall be mailed on the same business day as the opening of electronic polls. The mail ballots shall have a deadline for their return that matches the end of the electronic voting period. (Postal mail ballots shall have a grace period to reach the union office as outlined in Paragraph 5).
5. Electronic ballots shall be accepted until the announced deadline. Postal mail ballots shall be collected from the Post Office for counting on the seventh (7th) calendar day following the return mailing deadline. The ballots shall then be tallied by the Election Committee or other authority (see Article XV, Section C, Paragraph 9) and the results announced at the next Regional Membership Meetings. Those candidates receiving the largest number of votes shall be declared elected.
6. Following their elections, the newly elected Local Union and Regional Officers shall take office in their respective Regions within thirty (30) days.

7. If the results of any election are contested or appealed, those members elected shall take and hold office until such time as the appropriate and qualified authority under the Alliance Constitution and applicable law finally sustains such contest or appeal, and a remedy is affected.
8. Vacancies occurring among Local Union or Regional Officers or Trustees shall be filled by nomination at the next Membership Meetings and election in the same manner as provided herein, except that if, at the time vacancy occurs, the period remaining to the end of the unexpired term of the vacant office is twelve (12) months or less, the vacancy shall be filled by appointment. The President shall appoint Officers of the Local Union and the Regional Chairperson shall appoint the Vice-Chairperson, Secretary/Treasurer and Member Representatives.
9. The Local Union Executive Board shall take all necessary precautions to ensure a fair election in accordance with the provisions of the Alliance Constitution and/or this Constitution and Bylaws and shall have the power to select certified public accountants, attorneys or any other persons or organizations as it may deem helpful in accomplishing this purpose.

D. CAMPAIGN RULES

1. The resources of the Local Union shall not be used to promote the candidacy of any member, and the Local Union and its Officers shall not discriminate among candidates with respect to procedures and the use of facilities.
2. Requests to prepare and distribute all-inclusive campaign literature for all candidates, at the candidates' pro-rated own expense, shall be honored by the Local Union.
3. No incumbent Officer or elected official shall use their office to discriminate in favor of some candidates against others. They may, however, as a member, endorse, promote and otherwise support whichever candidate they may deem most suitable.

Article XVI: Meetings

A. CONDUCT OF MEETINGS

1. All Membership Meetings shall be held on a regular, published schedule, said meeting to be held at least quarterly in each calendar year, with a meeting in May of each year for nominations. All Membership Meetings will be held in-person and/or through an accessible remote conferencing platform as determined by the Local Union Executive Board. The Eastern Region shall hold regular meetings in accordance with the IATSE Constitution.

2. Robert's Rules of Order shall be used to decide all questions of a parliamentary nature.
3. A quorum for all Membership Meetings shall be five (5) members in good standing.
4. Attendance at meetings through an accessible remote conferencing platform shall be considered the same as attendance in person. Before the meeting, notice of the date and time of the meeting, the electronic form of the meeting, and instructions on how to join the meeting shall be disseminated.

B. SUPPLEMENTARY MEETINGS

1. Within a Region, regularly scheduled supplementary meetings may be held in designated cities for the benefit of members located at great distances from New York, Chicago and Los Angeles.
2. Supplementary Membership Meetings shall be established by the Local Union Executive Board when it determines that it is in the interest of the Local to do so. When a Regional Board determines it is in the best interest of the Region to establish such meetings and/or a petition signed by fifteen (15) members in good standing who live within two-hundred-and-fifty (250) miles of the location requesting the establishment of such meetings shall not unreasonably be denied.
3. Supplementary meetings may not be held within seventy-five (75) miles of another established Membership Meeting.
4. These meetings shall be subject to all applicable rules governing the Local, its meetings, and voting as set forth in this Constitution.
5. A member of the respective Regional Board or the respective Regional Business Representative shall chair the meeting, and a Secretary shall be elected by the floor at the first meeting. The Secretary shall serve for a term of one (1) year. It shall be the duty of the Secretary to prepare and maintain minutes and attendance records and to forward copies of them to the Corresponding Secretary and Regional Secretary/Treasurer. In the absence of the Secretary, a Secretary pro tem shall be appointed.
6. All meetings must be attended by a representative from the Local Union Executive Board and/or the Business Office, either in person or via media link.
7. A supplementary meeting may be dissolved by the Local Union Executive Board for violation of this Constitution or insufficient attendance or failure to hold at least two (2) meetings per year.

Article XVII: Voting

A. REGIONAL MEMBERSHIP MEETINGS

1. The members present at Regional Membership Meetings shall vote, by show of hands or secret ballot as appropriate, upon such issues of a Regional nature as shall be legitimately presented for consideration by that body. However, issues that affect another Region or the membership as a whole shall be voted by referendum or a General Motion.

B. GENERAL MOTIONS

1. General Motions are those that concern Local Union policies and are not otherwise decided by nationwide Referendum. These may include the ratification of multi-regional or nationwide Collective Bargaining Agreements, nationwide strike votes and approval of the Local Union budgets submitted by the Local Union Executive Board.
2. General Motions may be initiated by the Local Union Executive Board, by a Regional Board or upon presentation of the signatures of not less than twenty-five (25) members in good standing to the Local Union Executive Board.
3. General Motions shall be presented for a vote at all Membership Meetings in the same month.
4. General Motions that are not amendable shall be presented for consideration and vote at the next possible Membership Meetings following fifteen (15) days notice to the membership of the Motion(s) to be presented.
5. Ratification of Collective Bargaining Agreements, strike votes and approval of the Local Union budget shall not be subject to amendment and the vote shall be by secret ballot at the meetings at which they are legitimately presented.
6. The fifteen-day (15-day) notification rule may, if necessary, be waived in the case of a strike vote, but every effort shall be made to notify all affected members. All strike votes shall be subject to applicable provisions of the IATSE Constitution.
7. Amendable General Motions shall be presented for discussion and possible amendment at the next possible Membership Meetings following fifteen (15) days notice to the membership of the Motion(s) to be presented. Amendments to the General Motion will be entertained at each meeting and a vote taken, by show of hands, on the inclusion of each proposed amendment in the final vote.
8. All amendments to the General Motion will be forwarded within seven (7) days to the Corresponding Secretary, who shall send the General Motion and all amendments to the members as a referendum.

9. Disposition of General Motion votes shall be by secret ballot. The Secretary/Treasurer of each Region will seal and hold the ballots from the Region until the votes have been completed in all Regions, at which time they will be counted and reported to the Corresponding Secretary. The outcome of General Motion votes will be decided by compiling the voting totals for all Regions.
10. General Motions are not amendments to the Constitution and Bylaws, and approved General Motions cannot be in conflict with the Constitution and Bylaws or the Alliance Constitution.

C. AMENDMENTS TO THE CONSTITUTION AND BYLAWS

1. A proposed amendment to the Constitution and Bylaws shall be reduced to writing, signed by at least twenty-five (25) members in good standing and filed with the Corresponding Secretary at least thirty (30) days prior to the next Membership Meeting. Amendments may also be initiated by the Local Union Executive Board.
2. At least fifteen (15) calendar days prior to the next Membership Meeting, a meeting notice shall be sent to every member which shall contain the verbatim text of the proposed motion to amend and a statement that the motion to amend will be read and discussed at that meeting.
3. The proposed motion to amend shall be read at each Membership Meeting and, after the reading, the floor will be open for discussion of the motion and a vote shall be taken on any proposed amendments to the motion to amend. Within seven (7) days of the meetings the Regional Secretary/Treasurers shall forward any proposed amendments approved by the meetings to the Corresponding Secretary.
4. The original motion to amend, together with the proposed amendments (if any) shall be mailed or e-mailed to all members in good standing for a vote by referendum ballot. The membership has the right to vote for the original proposal, for any amended proposals or against all proposals. Two-thirds (2/3) majority of those voting is required to carry any amendment to the Constitution and Bylaws. If the motion to amend or an amended version is carried, the changes shall be submitted to the International President for approval, in accordance with the Alliance Constitution.

D. OTHER REFERENDA

1. A referendum vote by mail may be held on issues of import or interest to the entire membership by the same method as required for amendments to the Constitution and Bylaws, except that it shall be carried by a simple majority of those voting.
2. At the discretion of the Local Union Executive Board, a General Motion may be converted to a nationwide Referendum.

E. RATIFICATION OF NATIONAL COLLECTIVE BARGAINING AGREEMENTS

1. When there are new National Collective Bargaining Agreements and/or renewals of existing National Collective Bargaining Agreements, and the Business Agent and the Negotiating Committee have concluded negotiations, a referendum ballot for ratification shall be sent to all members in good standing of each Classification eligible to work under the NCBA that is to be ratified. The ballot shall be accompanied by a summary, identifying major provisions and differences between the negotiated Agreement and its predecessor (if applicable). Members should be provided with information sufficient to make an informed vote on ratification. Ratification of negotiated National Collective Bargaining Agreements shall not be subject to amendment.
2. A ratification vote may happen at any time of year. Ratification shall be carried by a simple majority of those voting.

Article XVIII: Committees

A. GENERAL

1. All committees shall perform, the duties assigned to them within the time specified. All members in good standing are eligible to serve on Committees and are welcome to make application to serve. The President shall appoint Committees that report to the Local Union Executive Board. Regional Committees shall be appointed by the Regional Chair. Regional Chairs shall report the creation of such Regional Committees to the President. Other applicable rules and regulations related to governance Committees may be found in the Guidelines for Committees of this Union.
2. The first person named to a committee shall be its Chairperson until the committee meets; at which time the members of the committee may elect a Chairperson.
3. The Local Union may establish a compensation for members serving on governance committees. Compensation for elected Chairs may differ from compensation for members serving on committees. In the event a committee compensation is so established at a prescribed cash rate for Chairs and members, then every member appointed to the committee shall receive said compensation.

B. EXAMINATION COMMITTEE

1. Regional Examination Committees shall be appointed annually to prepare and administer Regional examinations.
2. The Examination Committees, Review Committees or an appointed Interim Exam Committee shall conduct interim correspondence with applicants and perform other duties as may be required between examinations.
3. The Interim Examination Committee(s) shall, when requested to do so by the Regional Board, interview prospective candidates for membership and review their qualifications and, following such an interview, shall make a recommendation on the candidate to the Regional Board. These recommendations shall be reported to the Membership Meeting when and if the names of the candidates are proposed as prospective members.

Article XIX: Charges, Trials and Appeals

A. TRIAL BOARD

1. Charges shall be preferred, trials conducted and appeals made in accordance with the provisions of the IATSE Constitution, except that the Trial Board shall be composed of the Regional Board in whose jurisdiction the alleged violation occurred. The Business Agent and Business Representatives shall not sit on any Trial Boards.

B. THE PROCEDURES SPECIFIED IN THE ALLIANCE CONSTITUTION and the requirements of fairness and due process will be attained by adherence to the following:

1. Details of the conduct of activity charged shall be described, giving dates, places and persons involved.
2. The accused shall have the right to confront and cross-examine witnesses giving testimony against them.
3. The Trial Board shall give the accused full opportunity to make their defense and to produce testimonial or documentary evidence for that purpose.
4. The Trial Board shall recite the facts that it finds to be true and shall also set forth the basis for the decision reached.
5. In addition to Certified and Registered U.S. mail, official notices to members and officers may be sent via overnight services as Express Mail or an available private carrier. A delivery signature is, however, required.

C. IMPEACHMENT OF OFFICERS

1. The Trial Board, in the case of impeachment of Local Union Officers, Regional Officers, Business Agent or Business Representatives, shall be the Local Union Executive Board, subject to the limitations of the Alliance Constitution.
2. If a Business Agent or Business Representative is found guilty, the Local Union Executive Board shall remove them from the office immediately and appoint a member to act in their place until a successor is elected.

D. APPEALS

1. If the defendant is not satisfied with the result of the trial they may appeal to the Local Union Executive Board. Should they remain unsatisfied, they may appeal to the International in accordance with the IATSE Constitution.
2. The Local Union Executive Board may decide to refer such appeal directly to the International.

Article XX: Saving Clause

A. THE PROVISIONS OF THE LOCAL UNION CONSTITUTION AND BYLAWS

relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership that may be in violation of applicable law. However, all financial obligations imposed by or under the IATSE Constitution and this Local Union Constitution and Bylaws (and in conformity therewith) shall be the legal obligation of the members upon whom imposed and enforceable in a court of law.

B. IF ANY PROVISION OF THE LOCAL UNION CONSTITUTION AND BYLAWS

shall be declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of government, the Local Union Executive Board, subject to the approval of the Local Union, shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will be in accord with the intent and purpose of the invalid provision. If any Article or Section of the Local Union Constitution and Bylaws shall be held invalid by operation of Law or by any tribunal of competent jurisdiction, the remainder of the Local Union Constitution and Bylaws or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

- C. **THIS CONSTITUTION AND BYLAWS**, prepared and dated September 23, 2022, replaces and supersedes any previous Constitution and/or Bylaws of Local Union USA 829.

Article XXI: Exhaustion of Remedies

NO MEMBER OR OFFICER OF THE LOCAL UNION shall resort to any court or agency outside this International Union until all forms of relief and avenues of appeal, as provided by the IATSE Constitution, have been exhausted, unless otherwise provided by statutory law.

Article XXII: Agency

NEITHER THIS LOCAL UNION NOR ANY OF ITS OFFICERS has any power to make any contract or agreement or incur any liability that shall be binding upon the International without the written consent of the General Executive Board. Neither this Local Union nor any of its Officers is authorized or empowered to act as agent of the IATSE and shall not be deemed an agent of IATSE unless expressly authorized in writing by the General Executive Board to act in that capacity.

Article XXIII: Business of Local Union Is Confidential

THE BUSINESS OF THE LOCAL UNION SHALL BE CONFIDENTIAL. It shall be the duty of the members to inform the Local Union of the knowledge of any violation of such confidence.

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Installation of Officers

Siblings, raise your right hand and repeat after me the following obligation:

“I solemnly promise, upon my honor, that I will truly and faithfully, and to the best of my ability, perform the duties of my office for the ensuing term, as prescribed in the Constitution of this Alliance; and, as an officer of this Union, I will at all times endeavor, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.

“I further promise that, at the close of my official term, I will promptly deliver all moneys or property of this Union, in my possession, to my successor in office.”

(One rap of the gavel)

Congratulations, and best wishes in carrying out the duties of your respective offices.

OATH OF OBLIGATION

Before proceeding further, and previous to your initiation as a member of this Alliance, it is necessary that you take an obligation that will bind you to this Alliance and that will, in no wise, conflict with your religious beliefs or duties as a citizen.

(Addressing the candidates) Are you willing?

“Of my own free will and accord, I do now covenant to keep the affairs of this Alliance strictly private, unless empowered to reveal the same.

“I will abide by its laws, both general and local, and will use all honorable means to procure employment for sibling members. “I will make all possible effort to attend the meetings and will pay all dues and assessments levied in accordance with the laws.

“I further agree that, should it be hereafter discovered that I have made any misstatements as to my qualifications for membership, I be debarred from all benefits provided by this Alliance.

“I will be obedient to authority orderly in its meetings, respectful in words and actions, charitable in judgment of my sibling members and will never, from selfish motives, wrong another member or see them wronged, if in my power to prevent it.

“I will render full allegiance to this Alliance, and will never consent to subordinate its interests to those of any other organization of which I am now or may, hereafter, become a member.

“I further solemnly promise that, whenever and wherever possible, I will purchase only strictly union-made goods and that I will use my best endeavors to influence others to do the same.”

(Addressing the candidates; Indicate taking of a Pledge) You will now repeat after me:

**To all of this I promise and pledge,
to observe and keep the same
as a true and faithful member
of the United Scenic Artists,
Local USA 829
of the International Alliance
of Theatrical Stage Employees.**

