

**NABET-CWA LOCAL 53**

**POLICIES**

**EFFECTIVE**

**MARCH 08, 2012**

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## **POLICIES OF NABET-CWA LOCAL 53**

### **1. REPRESENTATION ON LABOR COUNCILS**

The Local President or his designee shall represent the Union on various councils of labor.

### **2. FEEDS TO AND FROM COMPANIES ON STRIKE**

NABET-CWA shall resist any attempt to require its members to process any feed to or from a Company whose employees are engaged in a legal strike.

### **3. GOAL OF NABET-CWA**

The ultimate goal of NABET-CWA is to encompass and include all employees in the broadcasting, telecasting, recording, film, and media allied industries without violating the AFL-CIO Constitution.

### **4. POLITICAL AID**

NABET-CWA shall give all assistance possible to those requesting its aid in the application of television, radio, recording, film, and media, for a more effective political campaign by friends of labor.

### **5. UNION EDUCATION**

- (a) Local 53 urges the Local Union Officers to instruct and educate their Local Union's Stewards, Grievance Committees and other Local Union Members who are assigned to handling Local complaints and grievances in which the Union Agreements are involved in order that they may better serve their membership.
- (b) Local Officers, including Executive Board Members, and Shop Stewards may be reimbursed by the Local Union the full cost of tuition (not to exceed \$200.00 per year, per individual), for courses taken in labor relations so that they may better serve their membership. Such reimbursement shall be made only if approval of the Local President is obtained prior to enrollment and proof of satisfactory completion of the course(s) is furnished.

6. **NABET-CWA SEALS**

The Local Union shall instruct the Staff Officers to attempt to negotiate and enter into NABET-CWA Agreements with management wherein the NABET-CWA seals shall be exhibited on electronic countdown devices, bill-board film, film credits or academy leader, and affixed to tape and tape or film containers and all other material produced under NABET-CWA jurisdiction.

7. **SUBMISSION OF VOUCHERS**

- (a) Vouchers for money expended must be submitted to the Local Treasurer no later than thirty (30) days after the expense has been incurred.
- (b) In the event a voucher is not submitted within the time allotted above, the voucher must be approved by the Local President, in addition to any other approval normally required.
- (c) When the Local Union advances monies to a member for a specific activity, that member must file a voucher for expenses incurred (and return any unused funds), within thirty (30) days of the completion of the activity for which the advance was made. In the event that the required voucher is not filed within sixty (60) days, the following shall apply:
  - (i) A fine of five percent (5%) per month (or portion thereof) shall be added to the amount of the advance until such voucher is filed. (This penalty may be waived by the Local Executive Board when circumstances warrant.)
  - (ii) Violation of this Policy shall be considered conduct detrimental to the advancement of the purposes of the Union and subject to charges under Article X of the International Constitution.

8. **LEAVE OF ABSENCE**

The following shall apply where the Local Union pays salary loss for leave of absence:

- (a) Only the Local President shall be authorized to place members on leave of absence.
- (b) Leaves of absence for any members may not exceed five (5) consecutive days in a six month period, unless there is prior approval of the Local Executive Board.
- (c) Any variation of this Policy must be approved by the Local Executive Board.

9. **SALARY LOSS AND SALARY COMPENSATION**

- (a) Salary loss shall be deemed to mean actual loss of salary from the employer. All salary loss sustained in the carrying out of NABET-CWA business shall be reimbursed. A member will receive eight (8) hours' straight time pay unless his daily schedule has been posted. In that case, the member will receive, in addition to eight (8) hours' pay, all overtime and penalties which are scheduled. A copy of the letter from the Local President requesting the leave of absence shall accompany the voucher requesting a salary loss.
- (b) Salary compensation shall be deemed to mean anything other than a salary loss. Salary compensation shall be money paid at the individual's straight time rate for the number of hours actually involved with Union business, with a minimum of four (4) hours and a maximum of eight (8) hours. All salary compensation paid by the Local Union must have prior written approval of the Local President. Written approval by the Local President shall accompany the voucher requesting the salary compensation. Salary compensation shall be paid only for bona fide Union work deemed necessary by the Local President. Salary compensation will be paid by the Local Union provided such compensation is not paid by another source. Any Officers, employees or Committee Members of the Local Union on full-time salary shall not be entitled to salary compensation.
- (c) The full-time salary of the Local 53 President shall be twenty percent (20%) above the highest contractual rate of the Local. Local 53 will contribute an amount equal to ten percent (10%) of the highest contractual rate in the Local to the Union's 401 (k) Retirement Plan or its successor on behalf of the Local President. This rate does not go into effect until after five (5) consecutive work days, and is retroactive.
- (d) The salary of all other full-time Officers of the Local shall be ten percent (10%) above the highest contractual rate for the Local. Local 53 will contribute an amount equal to ten percent (10%) of the highest contractual rate in the Local to the Union's 401 (k) Retirement Plan or its successor on behalf of the Local Officer. This rate does not go into effect until after five (5) consecutive work days, and is retroactive.
- (e) It is a member's responsibility to calculate, itemize and include any health or retirement benefit when submitting a voucher for salary loss or salary compensation to the Local. A member shall be compensated for such earned benefit to which they are entitled under their prevailing contract.

10. **CONTRACT WAIVERS**

Waiver requests are to be made, in writing, to the Local President or his designee, a copy to the appropriate Executive Board Member(s), and sufficiently in advance of the purpose for which it is intended to allow for its consideration. The Local President will contact the appropriate Executive Board Member(s), (or at the Network location, the Chairman of the Grievance Committee), and, with his consent grant such waiver. The Local President may refuse or withdraw any waiver request or waiver previously granted and will account to the Executive Board for such action.

11. **PER DIEM, HOTEL ALLOWANCE AND TRANSPORTATION**

- (a) Travel expenses of members will be borne by the Local Union only for business on behalf of the Local Union, and only upon approval of the Local Executive Board.
- (b) Every effort should be exerted to set up regular schedules for meetings and discussions, other than those of an emergency nature, and to combine such schedules to make the most efficient use of travel when it is required.
- (c) It is not the purpose of this Policy to reduce the necessary service by the Local Union to its members, but, rather, to restrict unnecessary travel and to make the most efficient use of travel when it is required.
- (d) Per Diem, out-of-town, shall be in accordance with the policy as set by the CWA International Union, Internal Revenue Service's defined rate. The per diem expenses shall include meals, cabs, personal telephone calls, tips, entertainment and miscellaneous expenses.
- (e) Hotels - actual reasonable expenses. Hotel bills must be submitted with voucher.
- (f) Air travel on Local business shall be coach class, including baggage fees for checked luggage. Ground transportation to and from the airport(s) will be reimbursed. Airport shuttle service shall be used, when available. Personal cars may be used for short trips. The reimbursement for the use of a personal car shall be equal to the guidelines as set forth in the International Union Policies. In no event shall the reimbursement for the use of a personal car exceed the cost of a coach class airline ticket. With advanced approval of the Local President, alternate air travel plans can be approved, which would result in savings to the Local over the cost of full coach fare.
- (g) The Finance Committee may institute additional reasonable stipulations pertaining to expenses.
- (h) Union Members traveling on business requiring expenditures reimbursable by the Local Union shall be covered by a \$100,000 travel insurance policy purchased by the member. Travel insurance purchased by the individual may be vouchered.
- (i) A Union member traveling by commercial air carrier may elect to join "Mileage Plus", "Frequent Flyer" or other similar programs in connection with travel on Local Union business and if the member chooses to do so, all benefits so gained shall become the property of the member without liability of any kind to the Local Union.

(Should the foregoing section be subsequently determined by the Executive Board to be in conflict with or rendered invalid or unlawful by reason of any existing or subsequently enacted law or regulation of any governmental agency having jurisdiction over the Local Union, such section shall be null and void and any member who has elected to join such a program shall immediately take whatever steps deemed appropriate by the Executive Board to rectify the situation.)

- (j) All air travel and hotel accommodations on Local business shall be booked through the travel agency authorized by the Local Executive Board, or the Local Office.

12. **IN-TOWN EXPENSES**

- (a) The Local Union will pay business meal expenses when such expenses are required to conduct the business of the Local Union, and upon presentation of a credit card receipt and voucher indicating the purpose involved and name(s) and affiliation of person(s) entertained.
- (b) Transportation from home to office and regular meals for Officers or Staff "in-town" will not be paid. Lunch and/or dinner meetings are to be used only when there is no other practicable way to conduct the business.
- (c) In connection with duties which require members to work at locations where meals have to be taken, such as at contract negotiations, grievance committee meetings, arbitration hearings, etc., members shall be reimbursed for actual expenses of such meals up to a maximum of Fifteen Dollars (\$15.00) per lunch and Twenty-Five Dollars (\$25.00) per dinner, with a total meal allowance for multiple meals not to exceed Thirty-Five Dollars (\$35.00) per person per day.
- (d) Executive Board Members shall be entitled to voucher a meal not to exceed Fifteen Dollars (\$15.00), prior to each scheduled Executive Board Meeting.
- (e) Each respective Executive Board Employer Group shall be entitled to voucher reasonable meal expenses for regularly scheduled Shop Steward Meetings.
- (f) Local 53 will not reimburse any individual or group for any alcoholic beverages.

13. **FULL-TIME OFFICERS**

- (a) The Local President or any other Officer serving as a full-time Officer for the Local Union shall, upon approval of the Treasurer or the Local Executive Board, be reimbursed for all personal expenses incurred in connection with the job. Payment will be made upon presentation of a properly executed expense voucher accompanied by receipts.
- (b) Full-time Officers shall also receive Forty Dollars (\$40.00) per five (5) day week for the use of their personal automobile. In no event shall an Officer be paid an auto allowance for more than five (5) days in a calendar week.
- (c) Full-time Officers shall receive as an earned benefit, six (6) weeks paid vacation and fifteen (15) sick/personal leave days.

Upon completion of their term of office, Officers will submit their settlement of unused earned benefits to the Executive Board for review.

- (d) All full-time Officers shall receive the same holidays as the OPEIU Office Staff.
- (e) Officers who receive full-time salary for a period of two (2) weeks or more during a calendar month, shall not receive any Officer allowance, or additional payment for membership on any committee.

14. **EXPENSES**

Should expenses for any part-time Officer exceed his monthly Officer Allowance, such expenses shall be voucherable. Long distance telephone calls shall not be included in the monthly allowance and shall be directly voucherable.

15. **GRIEVANCE PROCEDURES**

- (a) Written grievances shall be submitted to the Chairman of the Grievance Committee and the Grievance Committee will determine whether the grievance is of merit. Members whose grievances are returned to them because they are found to be without merit may appeal such decision to the Local Executive Board, which shall make the final decision.
- (b) The Local Union shall assign a number to grievances, which are to be processed and the Grievance Chairman shall file a copy of the grievance directly with the Labor Relations Department.
- (c) The Local President or his designee shall sign all grievance settlements, withdrawals and referrals to arbitration and will provide copies of the same to the Local Union.
- (d) All grievances filed as "Expedited Grievances" shall be filed by the Local Union.
- (e) Should it become necessary to refer a grievance to arbitration, the final determination as to whether the grievance is of sufficient merit shall be made by the Grievance Chairman and the Local President.
- (f) The Chairman of the Grievance Committee shall attend all Arbitration Hearings unless excused.
- (g) Salary loss and salary compensation for members other than those normally assigned to the Grievance Committee and not compensated by the Company will be paid by the Local Union.
- (h) The Local Union shall pay for a reasonable luncheon for the Union Members appearing at the Grievance Meeting.



16. **ARBITRATIONS AND HEARINGS**

- (a) Arbitrations and Hearings shall be entered into on behalf of the Local Union only when recommended by the Local President.
- (b) The Local Union will pay salary losses and salary compensation for Union Members involved in such Arbitrations or Hearings.
- (c) The Local Executive Board shall be required to give prior approval for the use of any "Expert Witness" used in a Hearing or Arbitration.
- (d) The Local Union shall pay for a reasonable luncheon for the Union Members appearing at such Arbitrations or Hearings.

17. **LIMIT ON EXPENDITURES FOR CAPITAL IMPROVEMENTS, ETC.**

Expenditure of Local Union funds for capital improvements, leases, furniture, subscriptions and equipment will be made only if authorized in advance by the Local President for expenditures of less than \$1,000 and by the Local Executive Board for expenditures of \$1,000 or more. This restriction will not apply to such items as office supplies, printing, postage, utilities, taxes and rent on existing leases or essential repairs on existing equipment and furniture. Such expenditures shall continue to be reported on Financial Reports.

18. **NABET-CWA LOCAL 53 CONDUCT GUIDELINES**

- (a) The following policy is put into effect in the interest of promoting good Union responsibility among its members. Our task is to rebuild pride and confidence in our Union by encouraging the development of professional craftsmanship on the job; protecting the majority of its members against the irresponsible actions of a few, and instill in all our members the realization that their conduct on the job as Union members reflects upon all of us.
- (b) While any member has the right under our Constitution (Article X) to bring Charges against another presumed guilty of conduct detrimental to the advancement of the purposes of this Union or reflecting discredit upon it, the following is recommended:
  - (i) The Technical Directors or NABET-CWA Supervisors are charged with the responsibility of seeing that the rules of conduct are lived up to by their constituents. They shall tactfully warn offenders of any infractions and encourage better conduct.
  - (ii) If the first step fails, the Steward will be informed and the matter discussed in the presence of all concerned; which shall include the Shop Steward, the NABET-CWA Supervisor or Technical Director responsible for the member, and the member.

- (iii) Finally, if the warnings go unheeded, either the Shop Steward or the Supervisor will agree upon the nature and seriousness of the offense and make accurate records of the dates, times and witnesses to the offense. The Steward or any member shall then draw up charges in conformity with our Constitution.
- (c) Following are a few rules that should serve as a guide to members of their conduct on the job:
  - (i) Report to work on time.
  - (ii) Report to assignment as scheduled.
  - (iii) The Technical Directors or NABET-CWA Supervisors must be responsible to see that their crews are properly staffed, and that no one under their charge is forced to work in violation of the contract or under unsafe working conditions.
  - (iv) Disregard of orders from NABET-CWA Supervisors or Technical Directors in charge, which are normal and consistent with the contract, will not be tolerated.
  - (v) When assigned to do so, strike the studio equipment properly.
  - (vi) We shall attempt to solve our own internal problems. Members attempting to solve internal problems by discussions with the Company without first informing the Union shall be in violation of Article X of our Constitution. Charges may then be filed.
  - (viii) You are expected to conform to the working rules of the contract established between the Union and the Company with regard to minimum staffing, working hours, penalties, etc.

The Local Union affirms to its members that it is cognizant of its responsibility to its members and will never permit this policy to abuse the rights of the individual or permit its misuse by either Company or Union officials.

## **19. SECURE DIGITAL SIGNATURES**

The Local recognizes secure digital signatures that are electronically generated, as valid signatures for Local documents and correspondence.

**20. EXECUTIVE BOARD TELEPHONE MOTIONS**

In accordance with Local 53 By-Laws, Section 1.6 and Section 4.4, the Executive Board at its regularly scheduled Executive Board meeting held on January 15, 2009, voted unanimously on Motion #6: Robert's Rules of Order – Executive Board Telephone Motions to permit a call for a poll or special meeting of the Executive Board by phone, conference call, videoconference, fax, email, internet or any other electronic means as a Policy due to urgent or emergency circumstances.

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