



NABET – CWA

BY-LAWS

June 6, 2015

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**BY-LAWS OF
THE NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES
AND TECHNICIANS,
THE BROADCASTING AND CABLE TELEVISION
WORKERS SECTOR OF THE
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC**

**Adopted July 20, 1955
(As the NABET International Constitution)**

Amended by NABET International Convention

October 2, 1959, October 5, 1962,

September 23, 1965, September 20, 1968,

September 17, 1971, October 25, 1974,

October 20, 1978, October 14, 1982,

October 2, 1986, October 18, 1990

**Amended by Referendum December 4, 1992
(As the By-Laws of NABET-CWA)**

Effective January 1, 1994 upon the merger of NABET

**Amended by NABET-CWA Conference
June 12, 1994**

**Amended by NABET-CWA Conference
August 29, 1998**

**Amended by NABET-CWA Conference
June 15, 2002**

**Amended by NABET-CWA Conference
August 27, 2005**

**Amended by NABET-CWA Conference
June 21, 2008**

**Amended by NABET-CWA Conference
July 9, 2011**

**Amended by NABET-CWA Conference
June 6, 2015**

**WHEREVER IN THE WORDING OF THESE
BY-LAWS THE MASCULINE GENDER
IS USED, IT SHALL BE UNDERSTOOD
TO INCLUDE THE FEMININE GENDER**

**ARTICLE I
NAMES AND OBJECTIVES**

1.1 Name

This Sector of the Communications Workers of America shall be known as the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO, CLC, and may be abbreviated as NABET-CWA.

1.2 Reserved

1.3 Objectives and Principles

The objectives and principles of the Sector shall be to aid workers employed in the broadcasting, distributing, telecasting, recording, filming and allied industries; to secure improved wages, hours and working conditions; to promote the organization of the unorganized in these industries into this Sector; to encourage all workers without regard to race, creed, age, sex, sexual orientation, color or national origin to share in the full benefits of this Sector; to advance the science of broadcasting, distributing, telecasting, recording, filming and allied industries; to publicize the international importance of these industries and to advance the trade union cause both nationally and internationally.

Wherever in the wording of these By-Laws the masculine gender is used, it shall be understood to include the feminine gender, or vice versa.

1.4 Seals of the Sector

The seals of the Sector shall be as follows:

A. Official Seal - shall be the primary seal to be used on stationery, documents and similar purposes.



B. Optional Seal – may be used for other purposes such as on apparel, when mobilizing or organizing and in other materials, etc.



These seals may be used separately or in conjunction with the CWA Seal.

1.5 Robert's Rules

All meetings provided for in these By-Laws shall be held in accordance with Robert's Rules of Order unless two-thirds (2/3rds) of those eligible to vote at the meeting vote to suspend or modify this procedure.

ARTICLE II MEMBERSHIP

2.1 Eligibility for Membership

Any person employed or qualified for employment in the broadcasting, distributing, telecasting, recording, filming and allied industries, and who has been hired for at least one day under a contract that is administered by the Local to which the applicant is applying, shall be eligible for membership as provided in this Article.

No person shall be eligible for membership who advocates or teaches the overthrow of the United States Government by force or by any illegal or unconstitutional method.

2.2 Application for Membership

Application for membership shall be made on the form approved by the Sector Executive Council.

2.3 Approval of Membership

An applicant for membership shall become a member when approved at a meeting of the Local Executive Board and upon payment of appropriate initiation fee and dues. The name of each member accepted shall be included in the minutes of the Local Executive Board. If no Local Union exists having jurisdiction over the applicant, such applicant shall become a member and be assigned to a Local in accordance with Policy established by the SEC.

(The initiation fee referred to in this Section shall be deemed paid if partial payment has been received and arrangements to pay the balance have been made by the applicant pursuant to Local By-Laws.)

2.4 Duties of Members

A. Responsibility

Each member shall abide by the CWA Constitution, the By-Laws and Rules of the Sector and the By-Laws of the Local Union of which he is a member. He shall provide the Local with his current address. He shall have the obligation of maintaining his membership in good

standing in the Local Union and in NABET-CWA. By the acceptance of membership in NABET-CWA, each member shall be deemed to have designated and constituted NABET-CWA as his exclusive collective bargaining representative for dealing and contracting with his employer or employers concerning wages, rates of pay, hours of employment, conditions of work, grievances and labor disputes.

B. Good Standing

A member shall maintain his good standing in NABET-CWA by paying the required financial obligations in a timely fashion as herein provided.

(1) A member is in good standing when he:

(a) Has paid his initiation fee or is in the process of such payment in accordance with the Local By-Laws; and

(b) Has paid all financial obligations owed to either NABET-CWA or the Local Union including, but not limited to, dues, assessments, fines and cash advances; and

(c) Has not been deprived of good standing (including by suspension and/or expulsion) as a result of a trial conducted in accordance with Article X; and

(d) Has not resigned pursuant to Section 2.7 of these By-Laws.

(2) A member is not in good standing when he fails to fulfill any of the above conditions and/or is more than thirty (30) days in arrears.

(3) Suspension of membership automatically occurs when a member is more than three (3) months in arrears.

(4) A member may be expelled by action of a Local Executive Board for failure to meet his financial obligations to the Union, in accordance with Section 8.14 of these By-Laws. [See Section 2.5G]

C. Suspension

Suspended members shall not be deemed members in good standing and shall not be eligible to attend meetings, to vote, to hold office or to be candidates for office. A member who has been suspended shall reacquire good standing upon fulfillment of the obligation or the completion of the penalty assessed as a result of the trial.

2.5 Categories and Rights of Members

A. Active Member

An active member shall be any person who has been accepted into active membership, as set forth in Section 2.3.

An active member in good standing shall have the following rights:

(1) Membership in and full participation in all of the activities of one, but no more than one, Local Union, which shall be that Local Union having jurisdiction over his primary place of employment.

(2) To work on a temporary basis in an area under the jurisdiction of a Local Union of which he is not a member.

(3) Upon changing his principal place of employment, to transfer his membership from one Local Union within NABET-CWA, CWA, NABET, or the former NABET, CLC to another without further obligation.

(4) To be a candidate for any elective or appointive office within NABET-CWA and/or CWA in accordance with the election requirements of that office and, if elected or appointed, to hold that office.

(5) To the full and fair judicial proceedings for discipline set forth in Article X.

B. Withdrawn Members

1. In the event an active member in good standing (1) withdraws from employment in all industries within the jurisdiction of the Union, or (2) obtains employment in a position within any such industry beyond the scope of the Union to represent him for the purpose of collective bargaining, and such member does not decide to continue as an active member, paying the minimum dues required, he shall be granted withdrawn status.

A standardized withdrawal sticker, provided by the Sector, shall be issued by the member's Local Union. Should the holder of a withdrawal sticker return to the jurisdiction of the Union at a later date, he shall not be required to pay a new initiation fee, provided such sticker is presented to the Secretary or Secretary-Treasurer of the Local Union having jurisdiction over him within thirty (30) days of his return to the Union's jurisdiction.

A member who presents a withdrawal sticker upon reentering the jurisdiction of the Union shall continue to pay all initiation fee monies owed to his original Local Union in accordance with the terms of his initiation fee agreement with such Local. Such monies shall be forwarded by the collecting Local Union to the member's original Local.

Members who are issued withdrawal stickers shall be sent a letter by the Local outlining their rights and obligations under this provision.

2. Notwithstanding the provisions of 1 above, any member who became inactive prior to November 1, 1986, and whose inactive status was "grandfathered" pursuant to Section 2.5B (a) of the former NABET International Constitution, shall not be issued a withdrawal sticker. Any such member shall have the right to reactivate his membership, without having to pay a new initiation fee, upon verification of his inactive status, provided that he makes such status known to the Secretary or Secretary-Treasurer of the Local Union having jurisdiction over him within thirty (30) days of his request to return to active status. Upon reactivation, such member shall pay all initiation fee monies owed to his original Local Union in accordance with the terms of the initiation fee agreement with such Local. Such monies shall be forwarded by the collecting Local Union to the member's original Local. The Sector shall continue to maintain a record of such "grandfathered" inactive members, and shall send a list of all such members to their last known Locals.

3. A withdrawal sticker (or an inactive membership "grandfathered" pursuant to 2. above) may be withdrawn by the Sector Executive Council for just cause after due notice to the affected member. In all cases above, the records of the Sector and of the Local Unions shall supersede the presence or absence of any card or sticker.

C. Retired Members

1. Active Sector members in good standing who retire from employment in any of the industries noted in Section 1.3 for reasons of disability or age, and who do not desire to continue as active members, shall be eligible to join a CWA Retired Members' Club in accordance with Article V, Section 5 of the CWA Constitution.

2. Retirees who wish to be active members of the Union shall be required to pay minimum dues as provided by the CWA Constitution and Convention, or Sixty Dollars (\$60.00) per calendar year, whichever amount is greater. Retirees who wish to be active members of the Union, and who are employed under a NABET-CWA or other CWA collective bargaining agreement in the broadcasting, cable television or any related industry, shall pay membership dues as provided in Article XII herein.

If a retiree is an active member of CWA, he shall be eligible to vote and seek elective office in accordance with the CWA Constitution.

D. Honorary Membership

(1) Honorary membership may be granted by the Sector Executive Council only to persons who have performed outstanding service for the former NABET or NABET-CWA and are resigning from membership because of retirement or departure from the industry over which NABET-CWA has jurisdiction, or to such persons, not eligible for membership in the Union, as the Sector Executive Council may elect.

(2) An honorary member shall have the right to participate in the social and educational activities of NABET-CWA in the Region in which he resides.

(3) Honorary membership may be revoked at any time by the Sector Executive Council if there is evidence of deeds or actions by the member that are detrimental to the aims and purposes of NABET-CWA and/or CWA.

E. Suspended Members

Suspended members shall not be deemed members in good standing and shall not be eligible to attend meetings, to vote, to hold office or to be candidates for office. A member who has been suspended shall reacquire good standing upon fulfillment of the obligation or the completion of the penalty assessed as a result of the trial. [See also 2.4B (3) and Article X]

F. Abandoned Membership

A suspended member who has not worked under the Union's jurisdiction for a period in excess of one year may be deemed by action of the Local Executive Board to have abandoned his membership. A member so deemed shall be removed by his Local Union from the membership rolls of the Union.

G. Expulsion

A member may be expelled in accordance with 2.4B (4) or Article X of the By-Laws. [See also 8.14H]

H. Associate Membership

Associate Membership may be granted, subject to the discretion of the appropriate Local, to a person who has never worked under a NABET-CWA Collective Bargaining Agreement. Associate Members are required to pay minimum dues subject to Article XII of the NABET-CWA By-Laws. Associate Membership is non-voting but provides benefits such as training as determined by the Local Union. If an Associate Member begins working under a NABET-CWA Collective Bargaining Agreement, he must apply for active membership.

2.6 Property Interest

No member shall have any right, title or interest, whether legal or equitable, in or to any contract, asset, claim or any property, whether real or personal, entered into, held or owned in the name of the Sector or any Local Union thereof or any committee of either the Sector or any Local Union; except, however, in the event of the termination of the Sector, all active members in good standing shall have an equal interest and share. In the event of the termination of any Local Union, all contracts, assets, claims and property of whatsoever kind and wheresoever situated shall become the property of the Sector.

2.7 Resignation of Membership

Any member, at any time, may request resignation from the Union. A request to resign shall be in writing, addressed to the Local Union, and shall become effective upon receipt. An individual who resigns remains responsible for all financial obligations to the Union.

In the absence of a Local Union having jurisdiction, such request shall be in writing to the appropriate Sector Regional Vice President and shall become effective upon receipt.

ARTICLE III ORGANIZATION

3.1 The Local Union

The Unit of organization within the Sector shall be the Local Union. All groups of members chartered as Local Unions shall be entitled to all the rights, powers and privileges pertaining thereto as provided in the By-Laws and Rules of NABET-CWA. The object and purposes of the Local Union shall be the furtherance of the objects and principles of NABET-CWA; and further, to:

- A. Insure the equitable administration and enforcement of all agreements entered into between NABET-CWA and employers;
- B. Educate, train and inform its members regarding the Sector, CWA, the Labor Movement and the proper administration of agreements and union affairs;
- C. Aid the Sector in the expansion of the influence of NABET-CWA through the organization of new collective bargaining units;
- D. Establish solidarity and understanding among the members of the Local Union through a program of education, guided by the principles of trade unionism;
- E. Encourage participation in the affairs of NABET-CWA, CWA, and in the local, State and regional affairs of any consolidation of trade unions to which NABET-CWA, CWA or the Local Union is affiliated, and the civic activities of the communities in which the members reside; and
- F. Establish policies and procedures for the effective execution of these objects and purposes and the proper administration of the Local Union.

3.2 Regions

For the purpose of internal organization, the Sector shall be divided into Six (6) Administrative Regions.

3.3 Local of an Administrative Region

Each Local shall be a member of an Administrative Region.

3.4 Regions' Jurisdiction

The Administrative Regions shall consist of all Local Unions as listed below:

REGION NO. 1. Locals 11, 16.

REGION NO. 2. Locals 14, 17, 18, 21, 22, 24, 25, 26, 28, 211, 212.

REGION NO. 3. Local 31.

REGION NO. 4. Local 41.

REGION NO. 5. Locals 51, 53, 54.

REGION NO. 6. Locals 42, 43, 44, 46, 47, 48, 52, 411, 412.

New Locals shall be assigned to an existing Administrative Region by the Sector Executive Council.

3.5 Regional Advisory Boards

A. The Presidents of the Locals of each Region or their designees shall constitute a Regional Advisory Board. The Sector Regional Vice President shall Chair such Board. It shall be the function of such Board to make recommendations to the Regional Vice President of the Region concerning matters affecting the Region. The Regional Vice President shall call a meeting of the Regional Advisory Board once each year unless a majority of the Board elects to forego such meeting.

B. Expenses incurred in connection with 3.5A shall be borne by the Sector only if such expenses have been approved in advance by the Sector Executive Council. However, notwithstanding the foregoing, the Sector Executive Council must approve the expense in advance for at least one (1) such Regional Advisory Board meeting for each Region per calendar year.

ARTICLE IV SECTOR CONFERENCES

4.1 Sector Conference Call

In each sentence where the word "member" appears in this Article, the reference is to active members in good standing.

A. NABET-CWA members elected as delegates, pursuant to Section 4.5 herein, shall meet jointly in Conference at a time and place selected by the Sector Executive Council. Such Conference shall be held immediately prior to the CWA Convention when it elects its Executive Officers.

B. Notice of the date of the Conference shall be given to the Local Unions by the Sector President at least six (6) months in advance.

C. The Sector Executive Council may, by a two-thirds (2/3rds) majority vote, call a Special Conference for a specific purpose at a time and place to be determined by the Sector Executive Council.

The Special Conference Call shall specifically state the purpose of the Special Conference and the proceedings shall be limited to the agenda set forth in the Call.

D. By a petition of not less than twenty-five percent (25%) of the members, a referendum may be initiated to call a Special Conference. The Sector Executive Council will call this Conference for the specific purpose stated in the petition, upon affirmative vote of the majority of those voting.

E. The Sector shall pay all expenses and salary loss for delegates while they are attending the Conference in accordance with NABET-CWA Policy. No expenses shall be paid for that portion of the trip spent at the CWA Convention.

4.2 Power of Conference

There shall be no limitation on the power of the Conference to act for and on behalf of the Sector except insofar as it is limited by these By-Laws, the CWA Constitution and the Agreement for Affiliation and Merger between the National Association of Broadcast Employees and Technicians, AFL-CIO and the Communications Workers of America, AFL-CIO, CLC, dated December 8, 1992.

4.3 Delegates

A. Each Local Union shall be entitled to a number of delegates calculated in accordance with Article VIII, Section 4 of the CWA Constitution.

B. It is recommended that each Local Union, in accordance with "A" above, elect alternate delegates at the same time it elects delegates, in conformance with Section 4.5 below. These alternate delegates may be seated at the Conference and/or Convention only in the event a delegate is unable to attend.

4.4 Constituency Voting

A. On all issues, each delegate shall be entitled to one (1) vote unless ten percent (10%) of the delegates request a vote by constituency, in which case each delegate shall vote his constituency.

B. A constituency vote shall be conducted by paper ballot or electronic balloting system and there shall be no tabulation of the result of the vote until balloting has concluded. There shall be no disclosure of the breakdown of the constituency voting on an issue until the final ballot on such issue has been tabulated. Use of any electronic balloting system or process must be approved in advance by the Sector Executive Council.

C. A breakdown of all constituency votes shall be made part of the official minutes of the Conference.

4.5 Election of Delegates and Alternate Delegates by Local

NABET-CWA delegates who are elected to attend the Sector Conference shall also be delegates to the CWA Convention in that year. Delegates shall be elected by secret ballot by the members of their Local in accordance with Local and Sector By-Laws and the CWA Constitution. The name and address of each delegate and alternate delegate shall be forwarded to the Sector President no fewer than thirty (30) days prior to the date of the Conference.

Only delegates to the Conference shall be appointed to those Committees necessary to carry out the functions of the Conference, i.e., the By-Laws and Resolutions Committees. Such Committees shall be appointed by the Sector President, subject to approval of the Sector Executive Council.

NABET-CWA members who are candidates for election at the Sector Conference shall not participate on any Committee determining delegate eligibility.

4.6 Order of Business

The order of business at the Conference shall be:

- A. Report of the Credentials Committee.
- B. Recognition and seating of delegates.
- C. Agenda as adopted by the Conference.
- D. Election of Sector President and Sector Vice President.

4.7 Standing Rules

The NABET-CWA Conference shall be conducted in accordance with these Rules and the Sector By-Laws. If these Rules and the Sector By-Laws do not specifically cover a matter,

Robert's Rules of Order shall apply. The Chairman shall appoint a Parliamentarian, subject to the approval of the Delegates of the Conference.

RULE 1. The Press and Observers will be welcome to all sessions subject to the discretion of the Conference.

RULE 2. Only seated Delegates will have a voice and vote. Officers of the Sector and the Parliamentarian shall be present and will respond to direct questions put to them by any Delegate or by the Chair. All observers shall be seated in the rear of the conference room.

RULE 3. Reports of Committees are not subject to amendments, but a motion to refer back to Committee shall be in order. Notwithstanding the above, with respect to the By-Laws Committee only, proposed amendments to the Committee Report may be made from the floor if confined to proposals submitted in conformance with Section 14.2 of the Sector By-Laws.

RULE 4. Limitation to debate - three (3) minutes per speaker on amendments; two (2) minutes per speaker on resolutions; the procedure to be in rotation of all wishing recognition.

RULE 5. Unless otherwise specified by the Conference, any decision taken by the Conference shall take effect immediately upon adjournment of the Conference.

RULE 6. Constituency voting, shall be split evenly amongst members of each Local delegation, with the indivisible remainder of constituency votes to be cast by the Delegation Chair. A constituency vote may be called at any time during the voting process on any issue, in accordance with Section 4.4.

RULE 7. Time limit for caucus recess - ten (10) minutes for items of general business; twenty (20) minutes during election of Sector Officers.

RULE 8. There shall be no interference from the floor during Committee reports.

RULE 9. Recommendations of the Sector By-Laws Committee to which no objection is made from the floor shall be voted upon as a whole. All recommendations which meet with objections shall be voted upon separately.

RULE 10. Election of Sector Officers will be conducted in the following order: Sector President and Sector Vice President.

RULE 11. a.) There will be no more than two (2) nominating speeches for each candidate. Each speech will be no longer than four (4) minutes.

b.) There will be no more than one (1) seconding speech for each candidate. It will be no longer than two (2) minutes.

c.) The Candidate's Speech will be no more than five (5) minutes with a five (5) minute rebuttal.

d.) Each Delegate's question shall be limited to one (1) minute or less. Answers shall be limited to two (2) minutes or less.

RULE 12. Elections will be conducted pursuant to Article IV of the Sector By-Laws.

RULE 13. All resolutions must be submitted in writing to the Resolutions Committee for presentation to the Conference.

RULE 14. Preceding the reports of committees the names of the Chair and each member will be reported to the Conference delegates.

RULE 15. There shall be no smoking or alcoholic beverages in the conference room. Smoking is permitted in designated areas.

RULE 16. Any one or all of these Rules may be temporarily suspended for any subject before the Conference by a majority of the Delegates voting on the question.

4.8 Effective Date of Changes

All changes in the By-Laws and Rules made during a Conference shall become effective upon adjournment, or later, if so indicated in the amendment(s).

4.9 Scheduling

In the event a special election is required due to a successorship, pursuant to Sections 7.3 and 7.4 of these By-Laws, it shall be conducted at a NABET-CWA Special Conference in conjunction with the next CWA Convention.

ARTICLE V SECTOR EXECUTIVE COUNCIL

5.1 Composition

The Sector Executive Council of NABET-CWA shall consist of:

The Sector President
The Sector Vice President
The Sector Regional Vice Presidents

5.2 The Sector Executive Council

A. The Sector Executive Council shall be deemed to be in continuous session.

B. The Sector Executive Council shall meet at least three (3) times in each calendar year at a time and place designated by the Sector President. They shall endeavor to meet in locations containing a NABET-CWA Local or a NABET-CWA Bargaining Unit. Regular meetings of the Sector Executive Council shall be open to attendance and observation by any Local Officer or Local Executive Board Member.

C. Notice of regular meetings of the Sector Executive Council and any proposed agenda shall be sent to all Local Presidents, Vice Presidents, Secretaries, Treasurers, and Secretary-Treasurers. Except under extraordinary circumstances, such notice shall be sent at least thirty (30) days in advance of the next regular meeting. The proposed agenda may be sent separately and within the thirty (30) day period.

D. The minutes of each Sector Executive Council meeting and conference call shall be approved no later than the adjournment of the next regular meeting, and distributed within ten (10) days following the approval of such minutes to all Local Presidents, Local Vice Presidents, Local Secretaries, Local Treasurers and Sector Staff members. The minutes shall contain the following information:

- (1) The report of the Sector President.
- (2) Current financial statements.
- (3) Report on all actions taken by the Sector Executive Council since the end of the previous meeting and the start of the current meeting.
- (4) Report of all actions taken at the current meeting.
- (5) In items (3) and (4) above, the vote of each member (by name) shall be reported on each issue unless the issue is resolved unanimously.
- (6) In addition to being included in any minutes, the texts of all resolutions upon which the Sector Executive Council has acted shall also be distributed, within fifteen (15) days of such action, to all Local Presidents, Local Vice Presidents, Local Secretaries, Local Treasurers and Sector Staff members.

5.3 Special Meetings

The Sector Executive Council shall meet at such special meetings as shall be called by the Sector President. On application of a majority of the Sector Executive Council, the Sector President shall call the Sector Executive Council into special session.

5.4 Quorum

In order to constitute a quorum at any Sector Executive Council meeting, a majority of the Sector Executive Council members eligible to vote must be present.

5.5 Salaries, Travel and Expenses

The salaries, travel, hotel accommodations and expenses of members of the Sector Executive Council and members or persons requested to attend meetings of the Sector Executive Council shall be borne by the Sector in accordance with the Policies of NABET-CWA.

5.6 Powers of the Sector Executive Council

The Sector Executive Council shall be the supreme legislative, judicial and administrative body of NABET-CWA, and it shall have full and complete authority to govern the Sector and to conduct its affairs pursuant to the By-Laws and Rules of NABET-CWA (but subject to the appeal processes of the CWA Constitution), including, but not in limitation of, the foregoing grant of powers, the authority to:

- A. Levy special assessments and fines and provide for the collection thereof;
- B. Grant and establish by charter the jurisdiction of each Local Union, and by a two thirds (2/3rds) majority vote, may, in the best interest of NABET-CWA considered as a whole, modify the jurisdiction of any Local Union by adding to or subtracting from such Local's jurisdiction.
- C.
 - (i) Revoke the charter of a Local Union for cause in accordance with Article VIII;
 - (ii) Recall the charter of a Local Union when the Local no longer represents a Bargaining Unit.
- D. Have exclusive responsibility, and control of the funds and property of NABET-CWA and the disposition thereof, including the right to delegate such authority;
- E. Grant or withhold strike and/or boycott authorization. In cases where such authorization is sought for labor disputes involving the NBC or ABC networks, such authorization shall reside with the respective network Local Presidents or their designees. In all cases, strike authorization is subject to the further approval of the CWA Executive Board and the setting of the date by the CWA President in accordance with CWA policies.
- F. Appoint individuals and committees for the purpose of facilitating the work of the Sector Executive Council and the execution of any of its functions, with the right to delegate to any such individual or committee such power and authority as it may deem requisite and proper;
- G. Employ and discharge agents, attorneys, employees, representatives and consultants and to fix and provide for their compensation;
- H. Be the sole judge of the credentials, authority, disqualifications or inability to act of its own membership;

I. Call and provide for a general vote of the members of the Union or any segment of the Sector for any purpose;

J. Adopt, amend or repeal the Rules of NABET-CWA in accordance with Article XIII;

K. Grant and confer honorary membership as provided in these By-Laws;

L. On proper application, to act as final appellate body on all decisions including, but not limited to: membership in the Sector; disciplinary action against members, officers of Local Unions and members of the staff; eligibility questions; and election questions (See NABET-CWA Rules, Rule No. 4);

M. Have the exclusive right to authorize the issuance and distribution of publications of NABET-CWA;

N. Have full authority to suspend from office Local Union officers against whom charges have been filed under Article X, pending the final disposition of such charges;

O. Have full authority to appoint a Trustee for a Local Union for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures, or otherwise carrying out the objectives of NABET-CWA. In such instance the Local Union shall be entitled to a full and fair trial before the Sector Executive Council no later than six (6) months after the establishment of the trusteeship;

P. The Sector Executive Council shall have both original and final jurisdiction under Article X in any instance where the Local Union or its officers fail or refuse to proceed in hearing charges duly filed pursuant to Article X.

ARTICLE VI RESERVED

ARTICLE VII OFFICERS AND APPOINTEES

7.1 Sector Officers and Offices

The officers of NABET-CWA shall consist of a Sector President, a Sector Vice President and one (1) Sector Regional Vice President for each Region of NABET-CWA.

7.2 Nomination Requirements

A. Nominations for the offices of Sector President and Sector Vice President shall be by nominating petitions, signed by not less than one hundred (100) active members in good standing of NABET-CWA and signed by the candidate indicating acceptance of the nomination.

Nominating petitions for such offices shall be filed with the Sector President at least thirty (30) days before the Conference at which such officers are to be elected.

B. Nominations for the office of Sector Regional Vice President shall be by nominating petition signed by not less than fifty (50) active members in good standing in the Region or ten percent (10%) of the membership in good standing in the Region, whichever shall be the lesser, and signed by the candidate indicating acceptance of the nomination. Such petitions shall be filed with the Sector President no later than April 15th of the year in which the election is to be held.

C. Any candidate for office in NABET-CWA shall have been an active member of NABET-CWA continuously in good standing for a period of not less than three (3) years prior to nomination.

D. (1) No member may hold two (2) elective NABET-CWA offices simultaneously.

(2) No member may simultaneously hold a full-time NABET-CWA office and an elective office in a Local Union.

(3) No member may simultaneously hold an elective office in a Local Union and a full-time appointive position in NABET-CWA.

(4) No member may simultaneously hold an elective office in NABET-CWA and a full-time staff position in NABET-CWA.

(5) A member may simultaneously hold an elective office in a Local Union (whether full or part time) and any elective NABET-CWA office which is not full time.

(6) In the event of election or appointment to a position which would put a member in violation of this provision of the By-Laws, the member shall within twenty-four (24) hours resign from one of the contradictory positions. Should the member fail or refuse to resign, he shall be declared to have accepted the later position and to have vacated the earlier.

7.3 Election Requirements and Terms of Office

A. It shall take a majority of the constituency vote of NABET-CWA delegates at its Conference to elect the Sector President and the Sector Vice President. The term of office of the Sector President shall be in accordance with the CWA Constitution. The term of the Sector Vice President shall be the same as the Sector President.

B. In the event that no candidate for the office of Sector President or Sector Vice President shall receive a majority of the ballots cast, successive ballots shall be taken, dropping from the list the candidate receiving the lowest vote in each successive ballot.

C. 1. Sector Regional Vice Presidents shall be elected by a majority of the votes cast in a secret ballot among the active NABET-CWA members in good standing in their respective regions for a three (3) year term of office. This provision shall become effective with the 2009 elections for Regions 1, 3, and 5. It shall become effective with the 2010 elections for Regions 2, 4, and 6. Such elections shall be conducted during the month of May. Notice of such an election shall be mailed not less than fifteen (15) days in advance to each active NABET-CWA member in good standing in the Region at his last known home address. Regional Vice Presidents shall take office on July 1st following such election. Ballots may be cast by mail or by an electronic balloting system. Use of any electronic balloting system or process must be approved in advance by the Sector Executive Council.

2. Ballots received in the Sector Office by mail shall be kept in a locked box until the time of tabulation. Ballots shall be tabulated by a chairperson and a committee of tellers appointed by the Sector President, or by the Sector Vice President in the event the Sector President is a candidate. No person so appointed shall be a candidate in the election being tabulated.

D. In the event that the first ballot in the election of a Sector Regional Vice President shall fail to establish a majority in favor of any candidate, there shall be a run-off election, also by secret mail ballot, between the two (2) candidates receiving the highest number of votes in the first poll.

E. The ballots used in any election of an officer of NABET-CWA and all other records pertaining to the election shall be preserved in the custody of the Sector President for one (1) year after any such election.

F. Each candidate for the office of Sector President or Sector Vice President shall be allowed to address the Conference at his own expense.

G. In the event a successorship is required for the office of President and Vice President due to a vacancy and fewer than ninety (90) days remain before the scheduled start of a CWA Convention, nominations shall be accepted from the floor of the Special Conference, held pursuant to Section 4.9 of these By-Laws, under procedures as determined by the SEC.

7.4 Installation

A. The Sector President and Sector Vice President shall be installed not more than twenty-four (24) hours after the conclusion of the Conference at which they were elected as determined by the Sector Executive Council and shall take over their duties on that day.

B. All NABET-CWA Officers shall take the following oath of office immediately after their election or appointment and prior to their participation in the affairs of NABET-CWA as an officer: "I swear (or affirm) that as an officer of NABET-CWA, I will uphold the Constitution, By-Laws and Rules of my Union and faithfully carry out the duties and responsibilities of my office to the best of my ability (so help me God)."

7.5 Succession

The Sector Executive Council shall have the authority to determine by resolution whether a vacancy has arisen in any office by reason of resignation, recall, death, disqualification or inability to act.

A. In the event of a vacancy in the office of the Sector President, the Sector Executive Council shall notify the CWA Executive Board and make a recommendation to have the Sector Vice President succeed to the office of Sector President to serve until the next CWA Convention pursuant to Section 4.9 of these By-Laws.

B. In the event of a vacancy in the office of Sector Vice President, the Sector Executive Council shall elect from among its members a replacement who shall serve for the remainder of the original term. In such an election the Sector President is permitted to vote regardless of whether he makes or breaks a tie. However, in the event a Special Conference is held pursuant to Section 4.9 of these By-Laws for the purpose of electing a Sector President, a Sector Vice President shall also be elected at such Conference.

C. In the event of simultaneous vacancies in the offices of Sector President and Sector Vice President, the Sector Regional Vice President with the most service seniority on the Sector Executive Council shall immediately convene a special meeting of the Sector Executive Council, which shall:

(i) Elect from among its members their choice for Sector President and make such recommendation to the CWA Executive Board to serve until a Special Election is conducted pursuant to Section 4.9 of these By-Laws; and,

(ii) Immediately thereafter elect from among the remaining SEC members a Sector Vice President who shall serve until the next regular or special election, whichever is earlier.

D. In the event a mid-term vacancy occurs for the seat of any Sector Regional Vice President, the Sector President, within 14 days of the vacancy, shall either:

(i) Order an immediate special election to fill the vacancy for the remainder of the original term, if such vacancy occurs with more than eleven (11) months remaining in the original term of office. This Special Election would be subject to the nomination requirements stated in Section 7.2 and the election requirements stated in Section 7.3 of these By-Laws (except that the term of office, and the references to specific dates in Section 7.3C shall be modified by the SEC in each case as necessary, for any such special election); or

(ii) Appoint, subject to the approval of the Sector Executive Council, an interim Regional Vice President from the region involved, to fill the vacancy for the remainder of the original term, if such vacancy occurs with eleven (11) months or less remaining in the original term of office. Such appointee must meet the eligibility requirements for office as stated in Section 7.2 C of these By-Laws. Furthermore, the provisions of Section 7.2 D of these By-Laws shall apply to any such appointee.

7.6 Sector President, Authority and Responsibilities

The Sector President shall be the principal executive officer of NABET-CWA, and shall supervise all of the business and affairs of the Sector. He shall devote his full time to the office. He shall preside at meetings of the Sector Executive Council and the Sector Conference. He shall be responsible for the enforcement of the By-Laws and Rules of NABET-CWA. He shall have the power to appoint individuals and/or committees for the purpose of assisting him in carrying out his functions and duties subject to the prior approval of the Sector Executive Council. He shall maintain, and be responsible for the Sector Office of NABET-CWA, all Sector Offices and the Sector employees therein. In general, he shall perform all the duties incident to the office of Sector President and those of a CWA Vice President and such other duties as may be prescribed by the Sector Executive Council from time to time.

In addition he shall have the following specific duties and responsibilities:

A. He shall appoint Sector Representatives and other employees of NABET-CWA with the prior approval of the Sector Executive Council. Such employees shall be subject to his supervision and shall be responsible to him, and he shall designate their duties and responsibilities;

B. He shall maintain all correspondence of NABET-CWA;

C. He shall be responsible for and direct all organizational and servicing efforts of the Sector;

D. He shall have the power to discipline any Sector Representative or other employee of the Sector. Discipline may include suspension with or without pay. The individual so affected shall have the right to appeal the action of the Sector President, if not covered by a collective bargaining agreement, to the Sector Executive Council within thirty (30) days. The Sector Executive Council may modify or overrule the action of the Sector President and it shall be the final tribunal. Any loss of pay shall not become effective until after the consideration by the Sector Executive Council of any such appeal;

E. He shall make reports to the Sector Executive Council at each meeting;

F. He shall negotiate or delegate authority to negotiate collective bargaining agreements with any employer of members of NABET-CWA except in the case of negotiations with the American Broadcasting Co. or the National Broadcasting Co. In such instances a negotiating committee shall be formed consisting of the Sector President and one (1) representative elected by each network Local Union. Such committee shall have exclusive authority to elect a lead negotiator and to conduct the collective bargaining issues and strategy provided, however, that such decisions are not in conflict with any provisions of the Sector By-Laws or the Local By-Laws;

G. The Sector President may grant Emeritus status to former International and/or Sector Officers of NABET-CWA. Such status shall be subject to Sector Executive Council approval.

Any Officer Emeritus shall be considered an active member in good standing and shall not be required to pay dues.

H. The Sector President may grant Emeritus status to former Local Officers of NABET-CWA, or to any member who has held an official position within the Local Union. Such status shall be subject to the approval of the Executive Board of the member's Local, as well as subject to Sector Executive Council approval. Any member granted Emeritus status shall be considered an active member in good standing and shall not be required to pay Sector dues.

7.7 Sector Vice President, Authority and Responsibilities

The Sector Vice President shall perform those duties and specific functions delegated to him by the Sector President in association with and under the direction of the Sector President. In the absence of the Sector President he shall preside at meetings of the Sector Executive Council and at the Sector Conference.

7.8 Reserved

7.9 Sector Regional Vice President, Duties and Responsibilities

The duties of a Sector Regional Vice President shall include, but shall not be limited to, the following:

- A. Oversight and review of the expenditures of all Sector funds within the Region;
- B. Review of the expense vouchers of the Sector President as provided in Section 7.14;
- C. Being informed and involved in all organizational and servicing efforts within the Region;
- D. Attending all meetings of the Sector Executive Council;
- E. Performing the duties outlined in Article X for all charges filed against members within the region;
- F. Serving on committees, conducting investigations, and performing any additional functions as directed by the Sector President;
- G. To the extent possible, becoming involved in CWA District level activities taking place within the region.

7.10 Recall of Sector Officers

A. The procedure for recall of the Sector President shall be as set forth in Article XXI of the CWA Constitution.

B. The procedure for recall of the Sector Vice President and the Regional Vice Presidents shall be the same as for the Sector President.

7.11 Staff Membership in NABET-CWA

NABET-CWA Staff Representatives may maintain active membership in a Local Union with-in their working area.

7.12 Salaries, Sector Officers

The annual salary of the Sector President shall be comparable to that of a CWA Vice President. (See Appendix A, Agreement for Affiliation and Merger between the National Association of Broadcast Employees and Technicians, AFL-CIO and the Communications Workers of America, AFL-CIO, CLC, paragraph 9(a)).

The annual salary of the Sector Vice President shall be \$11,330.27.

The annual salary of the Sector Regional Vice Presidents shall be \$7,553.77.

Effective October 1, 2016, the aforementioned rates shall increase annually at the same percentage as that of the CWA Vice Presidents.

7.13 Salaries, Staff

The salaries of Sector Representatives shall be comparable to those of CWA Staff Representatives. (See Appendix A of the Agreement for Affiliation and Merger between the National Association of Broadcast Employees and Technicians, AFL-CIO and the Communications Workers of America, AFL-CIO, CLC, paragraph 9(a).)

7.14 Expense Reimbursement, Procedures and Requirements

All officers, appointees, employees or members, performing in the service of the Sector and at the request of the Sector President, or the Sector Executive Council, shall be allowed actual transportation, hotel and other expenses necessary to the performance of their duty, to be paid only upon presentation of a detailed written expense account under the CWA procedures in effect for such expenses. Such expense vouchers shall be subject to approval under the CWA procedures in effect for such expenses and shall be subject to the oversight and review of the Sector Executive Council. The Sector Executive Council may establish a fixed expense allowance to cover allowable expenses of officers, appointees, employees and members performing in the service of NABET-CWA.

7.15 Network Coordinator

The Network Coordinator shall be appointed by the Sector President, subject to the approval of the Presidents of Local Unions in which there are members who are employed by the ABC or NBC Networks. His duties will be defined by such Local Presidents to whom he shall report. When not engaged in network duties, he may be assigned to other duties by the Sector President.

ARTICLE VIII THE LOCAL UNIONS

8.1 Petition for Local Union

Any five (5) or more qualified persons may file a petition with the Sector President of NABET-CWA for the issuance of a Charter constituting such group a Local Union. The petition shall specify the jurisdiction sought for the new Local. Such petition shall have attached to it an application for membership from each of the qualified persons, unless such membership has already been established.

8.2 New Local Union Petition Procedures

The Sector President shall cause the petition to be investigated and shall report thereon to the Sector Executive Council, which shall grant such charter or assign the petitioning group to some existing Local Union, or take such other action as in its judgment will best serve the interests of the Sector and members involved.

8.3 Revocation of Local Union Charter

The Sector Executive Council may revoke the charter of any Local Union which it shall find has been guilty of a violation of the CWA Constitution or the By-Laws or Rules of NABET-CWA; or has been guilty of an action as a Local Union which is inimical to the best interests of the Union; or has attempted to secede from NABET-CWA or to affiliate with another union.

8.4 Hearing before Revocation

No charter shall be revoked by the Sector Executive Council except after hearing, concerning which the Local Union involved shall receive not less than fifteen (15) days notice. The notice of such hearing shall state, in writing, the conduct complained of and/or the Section of the CWA Constitution or the NABET-CWA By-Laws or Rules it is alleged to have violated.

8.5 Local Representation at Hearing

The Local Union shall be entitled to be represented by counsel of its choice at any such hearing.

8.6 Time of Hearing

Hearings shall be held promptly but no later than the next regular session of the Sector Executive Council after the notice of hearing shall have been served.

8.7 Suspension of Charter Prior to Hearing

The Sector Executive Council by a two-thirds (2/3rds) majority vote may suspend the charter of any Local Union pending hearing in accordance with the procedure set forth in these By-Laws.

8.8 Local By-Laws

Local Unions shall adopt and shall have the authority to amend Local By-Laws. By-Laws of the Local Union shall be consistent with the powers and responsibilities of Local Unions under these By-Laws and shall not be inconsistent with or violative of these By-Laws. Local By-Laws and amendments of Local By-Laws hereafter adopted shall be submitted to the Sector President for approval, and shall become effective only after such approval has been granted, except as set forth in Section 10.1B herein. Appeal from a determination by the Sector President that any By-Law or amendment is not approved may be made to the Sector Executive Council. Pending the outcome of such appeal, the By-Law or amendment in question shall not be effective.

8.9 Elected Local Officers

Each Local Union membership shall elect by secret ballot from among its active members in good standing the following officers:

- A Local President
- A Local Vice President
- A Local Secretary (or Local Secretary-Treasurer)
- A Local Treasurer
- Members of the Local Executive Board

8.10 Nominations, Elections and Installation

A. Nominations

Nominations for office shall be in accordance with the By-Laws of the Local Union.

B. Elections

Candidates for office shall be elected by secret ballot in accordance with the provisions of the By-Laws of the Local Union which shall require that no less than fifteen (15) days prior to the election, notice thereof shall be mailed to each active member in good standing at his last known home address, and that each active member in good standing shall be entitled to one (1) vote. Ballots may be cast by mail or by an electronic balloting system. Use of any electronic balloting system or process must be approved in advance by the Sector Executive Council.

C. Installation

All Local Officers shall take the following oath of office after their election or appointment and prior to their participation in the affairs of the Union as an officer: "I swear (or affirm) that as an officer of NABET-CWA, I will uphold the Constitution, By-Laws and Rules of my Union and faithfully carry out the duties and responsibilities of my office to the best of my ability (so help me God)."

8.11 Powers and Duties of Officers

A. The Local President

The Local President shall be the principal executive officer of the Local Union and he shall supervise and control the business and affairs of the Local Union. He shall preside at meetings of the Local Union. It shall be his duty within the Local Union to provide for the enforcement of the CWA Constitution and By-Laws and Rules of NABET-CWA and the By-Laws of the Local Union. He shall have the power to appoint individuals and Committees for the purpose of assisting him in carrying out his functions and duties. He shall, in general, perform all duties incident to the office of Local President, including the enforcement of all contracts with employers of members of the Local Union.

B. The Local Vice President

The Local Vice President shall be assistant to the Local President and shall act in the place and stead of the Local President in the event of the latter's inability or refusal to act and shall succeed immediately to the office of Local President in the event of the resignation, death or disqualification of the Local President.

C. The Local Secretary

It shall be the duty of the Local Secretary/-Secretary-Treasurer to conduct the correspondence pertaining to the business of the Local Union, give notice of all general meetings and elections pursuant to the By-Laws of the Local Union, and in general, keep minutes of all meetings of the Local Union and the Executive Board of the Local Union, copies of all of which he shall promptly send to the NABET-CWA Office and the Sector Regional Vice President. He shall perform such other duties as the Local President may from time to time direct.

D. It shall be the duty of the Local Treasurer/Secretary-Treasurer to:

- (i) Keep the official books and records of the Local Union;
- (ii) Have charge and custody of and be responsible for all funds and securities of the Local Union;
- (iii) Receive monies due and payable to the Local Union from any source whatever, give receipts therefore, and deposit all such monies in the name of the Local Union with such financial institutions as shall be authorized as depositories by the Local Executive Board;
- (iv) Be responsible for collection and forwarding of all Sector dues collected to the Sector Office of the Union, pursuant to Section 12.2C of these By-Laws;
- (v) Be responsible for collection of Local dues where they exist;
- (vi) Be responsible for collection of initiation fee payments from the members of the Local;
- (vii) Be responsible for the collection of initiation fees (or parts thereof) that are due to another Local once informed of the existing obligation. All such collected payments shall be forwarded to the appropriate Local within thirty (30) days after the end of the calendar quarter. However, no Local shall be required to seek the termination of or pursue collection litigation against a member for a debt owed to another Local;
- (viii) Perform all the functions incident to the office;
- (ix) Be under adequate surety bond, the cost of which shall be borne by the Local Union.

8.12 Annual Audit of Local Union Books

During the month of October each Local shall cause an annual audit, which shall be no less than a Review of the books, records and accounts of the Local Union covering the fiscal year ending September 30th. Such annual audit shall be performed by a qualified person, outside the Local Union as determined by the Local Executive Board. Such auditor's report shall, no later than the last day of February of each year, be sent to the Sector President and the Sector Regional Vice President for the Region. Such audit shall also be made in the event of a change of Local Treasurer or Secretary-Treasurer, unless such audit is already being conducted for another reason. The Sector President may, at any time, order an audit of a Local Union's books, records and accounts by a Certified Public Accountant in which case the audit shall be paid for by the Sector.

Locals with 100 or fewer active members or total assets of \$60,000.00 or less as reported

to the Department of Labor are only required to perform an annual Compilation of the books (conventionally known as a Compiled Financial Statement). However, the Sector President may require a Review Audit of such Locals. If required, the Sector shall pay 80% of the cost of the Review Audit. In addition, upon request, the Sector Executive Council shall give due consideration based upon hardship for partial or total reimbursement for such audits for Locals with more than 100 active members and total assets of more than \$60,000.00, as reported to the Department of Labor.

8.13 Election of Local Executive Board

The members of the Local Executive Board shall be elected by secret ballot. The Local Executive Board shall consist of the President, the Vice President and the elected Members of the Executive Board. Each Local Union may establish in its By-Laws the right to have the Secretary, Treasurer or Secretary-Treasurer as a member of the Local Executive Board. Whenever a Local shall consist of ten (10) or less members the Local Executive Board shall consist of the Local President, Vice President, Secretary, Treasurer or Secretary-Treasurer.

8.14 Powers & Duties of Local Executive Board

The Local Executive Board shall be the legislative, judicial and administrative body of the Local Union. It shall have full authority to govern the Local Union and to conduct its affairs pursuant to the CWA Constitution and the By-Laws and Rules of NABET-CWA and the By-Laws of the Local Union, including, but not in limitation of the foregoing grant of powers, the authority to:

A. Levy dues, initiation fees, fines and general or special assessments, provided, however, that the rates of dues and initiation fees shall not be increased and no general or special assessments shall be levied until such action has been ratified by a majority vote by secret ballot of the active members in good standing of the Local Union voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question; or by a majority vote of the active members in good standing voting in a membership referendum conducted by secret ballot; and to provide for the collection of such dues, initiation fees, fines and general or special assessments;

B. Have responsibility for expenditures and control of the funds and property of the Local Union and the disposition thereof, including the right to delegate such authority;

C. Initiate, promote and conduct all social and educational activities of the Local Union;

D. Be the judge of the credentials, authority, disqualifications or inability to act of its own membership;

E. Appoint Committees for the purpose of facilitating the work of the Local Executive Board and the carrying out of any of its functions, with the right to delegate to any such Committee such power and authority as it may deem requisite and proper;

F. Employ and discharge attorneys and other representatives and provide for their compensation;

G. Act upon the application of any individual for membership in the Union;

H. Expel, suspend, fine or reprimand any member of the Local Union for failure to pay dues, assessments or initiation fee;

I. Censure, suspend or expel any member of the Local Union for failure to pay any fine or for other cause, after hearing, as herein provided;

J. Adopt, amend or repeal the By-Laws of the Local Union subject to Local membership ratification if such ratification is required by law. Ratification shall require a majority vote of the ballots cast;

K. Determine the inability or refusal of the Local President to act.

8.15 Meetings

Each Local Union shall meet at a regular general membership meeting held at least once a year at a time and place to be set by the Local President. Special meetings may be held upon the call of the Local President, Executive Board or upon the presentation of a petition signed by no less than twenty-five percent (25%) of the active members of the Local in good standing, provided, however, that at least forty-eight (48) hours' notice shall be given to the membership of such meeting, and provided further that no business shall be acted upon at any special meeting except that concerning which the membership has received notice.

8.16 Recall of Officers, Executive Board Members & Stewards of Local Unions

The procedure for the recall of Officers, Executive Board Members and Stewards of Local Unions shall be as set forth in Article XXI of the CWA Constitution.

8.17 Dual Offices Disallowed

No member of the Union may hold more than one (1) office in the Local Union, whose duties and powers are described in this Article, at any one time. In the case of a Local Union whose By-Laws provide for a Local Secretary-Treasurer, one (1) member of the Union may hold such combined office.

8.18 Shop Stewards

Each Local Union shall establish in its By-Laws the number and manner of selection of its shop stewards.

8.19 Auxiliaries

Local Unions may establish and administer Auxiliaries.

8.20 Trustee Authority

Whenever a Trustee has been appointed pursuant to Section 5.6(O), such Trustee shall take over the complete direction, control and supervision of the Local Union. His acts and decisions shall not be subject to review or reversal by the Local Union but by the Sector Executive Council only. Such Trustee may in the performance of his duties, at his discretion, supersede the elected officers of the Local Union. He shall be solely capable and responsible for acting for and in the name of the Local Union under Trusteeship.

8.21 Affiliation

Each NABET-CWA Local Union is urged to affiliate with and remain in good standing with its State and City AFL-CIO Council. The Local Unions within a State and City, if representation is afforded to them on the governing body of such State and City Council, shall elect one of their number to function as such officer, by a majority vote of the members voting in those Local Unions situated in each State and City.

All expenses of such affiliation and such representation shall be borne by the Local Unions in each State and City, as the case may be, on a prorate, per capita basis.

ARTICLE IX COLLECTIVE BARGAINING AGREEMENTS

9.1 Collective Bargaining Agreements

A. All collective bargaining agreements with employers of members of NABET-CWA shall be signed and entered into in behalf of the membership affected thereby solely by NABET-CWA as the contracting party. Such signing on behalf of NABET-CWA shall be done by the Sector President or his designee. In the event that only one (1) Local is involved in the agreement, it shall also be signed by the Local President.

B. Such agreements shall, prior to signature, be ratified by a secret ballot majority vote of those voting among the active members in good standing in the NABET-CWA bargaining unit.

C. Notwithstanding the above, in all but the initial agreement, Daily Hires (as defined by the affected contract) may vote if they have worked under the agreement for a minimum of twenty (20) days during the fourteen (14) month period prior to the date of the issuance of

ballots. The number of days of any lockout or authorized strike shall be added to the beginning of the fourteen (14) month period.

D. In the case of an initial agreement, the above vote shall be among those active members in good standing in the bargaining unit.

E. In the case of contract negotiations affecting multiple Locals at NBC and/or ABC, the NNC, as set forth in Section 7.6F herein, shall, prior to negotiations, establish uniform procedures regarding the distribution and tabulation of ballots (in accordance with the NABET-CWA By-Laws) and the notification of Locals as to the results of the vote.

ARTICLE X DISCIPLINE

10.1 Grounds

A. Any member who shall be found guilty pursuant to Article X, Section 10.2, of committing an offense as specified in the CWA Constitution (currently Article XIX), or who violates the CWA Constitution, or the By-Laws and Rules of NABET-CWA, or the By-Laws of the Local with which he is affiliated, shall be subject to discipline as set forth herein.

B. Each Local shall have the option of following the procedures as set forth herein or may adopt alternate procedures in its Local By-Laws in lieu of Sections 10.5, 10.6, 10.8 and 10.9 herein; provided that any such alternate procedure must first be approved by the Sector Executive Council. It is understood that in the event a Local adopts alternate procedures in its By-Laws to replace the above referenced Sections, the remaining Sections of this Article shall continue to apply.

10.2 Fair Trial

Any member charged with a violation, or with conduct of the character described in the preceding Section, shall be entitled to a full and fair trial, whereby his guilt or innocence of the charge may be determined; provided, however, no member in default in the payment of dues, assessments, or other financial obligations lawfully imposed, shall be entitled to stand trial in connection with such default, but such member may be punished summarily by the Local Executive Board and/or the Sector Executive Council. Any such punishment by the Local Executive Board shall be subject to review and modification by the Sector Executive Council on appeal.

10.3 Filing Procedures

A. Charges

All charges of the character described in Section 10.1 hereof shall be on a form supplied by the Sector, and shall be notarized by the person(s) making the charges who shall be an active

member(s) in good standing of the Union. Such form shall recite clearly and concisely the name(s) of the accused, the offense(s) charged, the particulars with respect to the violation or conduct complained of, the Section(s) of the CWA Constitution, NABET-CWA or Local By-Laws or Rules involved, and the names of all witnesses to the offense charged who are then known to the accuser. The charges shall be filed with the Local Secretary/Secretary-Treasurer (or his designee) of the accused member's Local within six (6) months (ninety (90) days effective January 1, 2009) of the time the accuser becomes aware of the alleged offense. The Local Secretary/Secretary-Treasurer (or his designee) shall send a copy of the charges within 14 days of receipt of the charges to the appropriate Sector Regional Vice President. The Regional Vice President, within fourteen (14) days of receipt of a copy of the charge, shall determine whether the charge is in proper form, is timely, and appears to contain the basis for a sufficient complaint to warrant further proceedings, and if he determines that the charge is insufficient to satisfy any of the above conditions, he shall so notify the accuser and the Local Union, in writing, setting forth the basis for his action. The accuser shall have the right once only to amend or correct the charge and shall also have the right to appeal the determination of the Regional Vice President to the Sector Executive Council provided such amendment or appeal is made within thirty (30) days of receipt of the Regional Vice President's decision.

In the event that the Local Secretary/-Secretary-Treasurer is the Regional Vice President, the time limits set forth in this section shall run consecutively.

B. Charges against Sector Regional Vice President

If the Sector Regional Vice President shall be the person accused or shall be involved in the dispute as either a principal or witness, he shall, within seven (7) days of receipt, refer the charge to the Sector Vice President who shall assume the obligations of the Regional Vice President under the procedure in this Article.

10.4 Review by Sector Regional Vice President

In the event that the Sector Regional Vice President concludes that the charge conforms to the requirements of Section 10.3A of these By-Laws, he shall, within fourteen (14) days of receipt, notify the Secretary/Secretary-Treasurer of the Local Union, or his designee, in writing.

The Secretary/Secretary-Treasurer of the Local Union or his designee shall, within seven (7) days of receipt, transmit to the accused by certified mail a copy of the charges and any material filed by the accuser together with the decision of the Regional Vice President. The decision of the Regional Vice President shall also be transmitted to the accuser.

10.5 Answer

A. Within fourteen (14) days after the accused has received the charge, accompanying material and the decision of the Sector Regional Vice President, he shall file with the Local Secretary/Secretary-Treasurer or his designee his answer to the charge and his election for the method of choice of Trial Body. The time to file an answer and elect the method of establishing the Trial Body may be extended on application to the Regional Vice President.

B. The answer shall include a plea of Guilty, Not Guilty or Guilty with an Explanation. In the case of a Guilty or Guilty with an Explanation plea, there shall be no trial and no Trial Body. The Local Executive Board shall determine what, if any, penalties shall be imposed.

C. The Local Secretary/Secretary-Treasurer shall immediately transmit the answer to the charge to the Local President or his designee, in order to facilitate the provisions of Section 10.15.

10.6 Trial Body

A. The Trial Body shall consist of three (3) members in good standing, one (1) designated as Chair, who are not involved in the dispute as either principal or witness who shall be appointed by the Sector Regional Vice President if this is the election of the accused.

OR

The Local Executive Board, excluding therefrom, however, any member who is involved in the dispute as either principal or witness.

OR

A. Any Local Union may adopt, in its By-Laws, provisions establishing a Standing Trial Body consisting of three (3) members and two (2) or more alternates. One (1) such member shall be designated to Chair the Standing Trial Body. In Local Unions enacting such By-Laws, the Local Executive Board option set forth above shall not be available.

B. The Local Secretary/ Secretary-Treasurer or his designee shall be an ex-officio member of all Trial Bodies for the sole purpose of maintaining a record of the proceedings.

C. The accused member shall have the right to select one (1) of the two (2) options available in his Local. Should the accused member fail to exercise this right, the Trial Body shall be appointed by the Sector Regional Vice President as set forth above.

D. Should the accused fail to file any answer, the Trial Body is empowered to proceed with the determination of the charge.

E. The time and place of all sessions of the Trial Body and adjournments thereof shall be decided by the Trial Body. The Trial date shall be determined within sixty (60) days from the establishment of the Trial Body pursuant to Article 10.6 of the NABET-CWA By-Laws making due allowance for the availability of the parties, witnesses and Trial Body members.

F. Should the accused fail or refuse to appear at the Trial, the Trial Body is empowered to proceed with the conduct of the Trial in his absence.

G. Prior to the hearing, the accuser shall have the right to withdraw the charges with the approval of the Sector Regional Vice President. After the Trial has commenced, the withdrawal or disposition of the charges shall remain the province of the Trial Body with the right of appeal, as hereinafter provided, to the Sector Executive Council.

10.7 Counsel

The accused and/or accuser may be represented by counsel and shall have the right to cross examine witnesses and call witnesses on his own behalf. Any such counsel shall be a member in good standing of the Sector.

10.8 Challenges

The accused and the accuser shall have the privilege of challenging for cause the right of any member to serve on the Trial Body. Such challenge must be raised no later than the first actual hearing date of the Trial and shall be ruled upon by the remainder of the Trial Body. In the event that the Trial Body has been appointed by the Sector Regional Vice President, and a member thereof is disqualified for cause, the Regional Vice President shall appoint a replacement. At all times a quorum shall be necessary to sit as a Trial Body.

10.9 Witnesses

Witnesses, whether or not they are members of the Union, may be called upon to testify on behalf of or against the accused. It shall be the duty of a member to testify concerning any relevant matter within his knowledge if so requested by the Trial Body. Any member refusing to do so shall himself be subject to discipline for his failure. In instances where accuser and accused are members of different Locals, sworn depositions from witnesses are admissible.

10.10 Findings

The Trial Body shall, after hearing all the evidence, find the accused guilty or not guilty of each and every charge. The Trial Body shall determine what, if any, penalties shall be imposed. The Trial Body shall reduce its findings (including penalties) and conclusions to writing, and shall submit the same to the Secretary/Secretary-Treasurer within fourteen (14) days of the last hearing date. The Secretary/Secretary-Treasurer, within seven (7) days of receipt of the findings, shall notify the accused of the findings of the Trial Body by certified mail at his last known address. The findings of the Trial Body shall be published as part of the minutes of the next regular meeting of the Local Executive Board.

In addition to the above, the Secretary/-Secretary-Treasurer shall send a copy of the findings of the Trial Body to the Local President and the Sector President for filing.

10.11 Imposition of Penalties

If the accused is found guilty of an offense for which no specific penalty is fixed by the CWA Constitution, NABET-CWA By-Laws or Rules, or the Local By-Laws, the Trial Body as part of its decision shall determine and impose the penalty, which may include or consist of a fine, suspension, expulsion, reprimand, or disqualification from holding future office for a specified period of time. In the event an appeal is filed, no penalties shall take effect until such appeal is completed.

10.12 Appeals

A member, upon being found guilty by a Trial Body, may appeal the verdict and/or the determined penalty to the Sector Executive Council. Such appeal must be made in writing to the Sector President within thirty (30) days after the date the accused is sent notice of the guilty verdict. The written notice of appeal must contain a certified copy of the written charges and a full statement of the facts relating to the controversy and the nature of the relief sought.

Within thirty (30) days after filing of an appeal, it shall be the duty of the Local Secretary/-Secretary-Treasurer or his designee to prepare and forward to the Sector President a full record of the proceedings in question and the decision of the Trial Body. The Sector Executive Council shall there-upon pass upon such appeal, either reversing, affirming or modifying the action of the Local Union. Members shall have the right to appeal the action of the Sector Executive Council to the CWA Executive Board and CWA Convention in accordance with the CWA Constitution.

10.13 Review

Should no appeal be taken from the decision of the Local Trial Body during the period provided for appeals, the Sector Executive Council shall nevertheless have the power on its own motion to review the determination of the Trial Body. Whenever the Sector Executive Council shall decide to review any such determination, finding, penalty or dismissal, it shall notify the Local President of its decision to review. Upon such notice being given the Local Secretary/Secretary-Treasurer shall forthwith prepare and forward to the Sector President the record of the proceedings.

In this instance, as in the case where an appeal is filed under Section 10.12, the Sector Executive Council shall have the power to reverse, affirm or modify the action of the Local Union Trial Body and its action in all respects shall be final and conclusive.

10.14 Further Testimony

In any appeal under Section 10.12 or any review under Section 10.13, the Sector Executive Council shall have the right to take further testimony if, in its judgment, the ends of justice so require.

10.15 Mediation

After the filing of charges and prior to a trial, mediation efforts shall be undertaken by any party's Local President or his designee. If the Local President is involved in the dispute as either a principal or witness, then the Local Executive Board shall designate a member of the Local Union to attempt mediation. Mediation must commence no later than forty-five (45) days after the filing of charges. This time limit may be extended only once by the Regional Vice President who has jurisdiction over such charges.

ARTICLE XI STRIKE VOTE

11.1 Appeal to Sector President

When difficulties with contract negotiations or interpretations occur between any Local Union and any employer, the Local Union concerned shall make every effort to secure a settlement of the difficulty which shall include an appeal to the Sector President for aid and assistance to bring about such settlement.

11.2 Special Meeting for Strike Vote

The President(s) of Local(s) involved in contract negotiations shall call a special meeting of the members involved to consider the difficulties and take a strike vote by secret ballot, if such action seems necessary. Active members in good standing shall be permitted to vote in accordance with the provisions of Section 9.1 for ratification. Should a majority of those so voting support strike action, the Local President(s) involved shall seek official strike sanction by the Sector Executive Council, except as set forth in Section 5.6E.

11.3 Sanction by the Unit and the Sector Executive Council

No strike shall be called unless sanctioned by a majority of those voting by secret ballot in the unit affected and provided further that such strike action has been sanctioned by the Sector Executive Council (except as provided in Section 5.6 E) and the CWA Executive Board, and the date for the strike has been set by the CWA President in accordance with CWA policies.

ARTICLE XII DUES AND INITIATION FEES

12.1 Initiation Fee

The initiation fee for membership in a Local Union, its method of payment, and any waiver thereof, shall be established in the By-Laws of each Local Union, and the entire such fee shall be retained by the Local Union. Initiation fees shall be waived initially for newly organized units.

12.2 Dues Determination

The dues of NABET-CWA shall be at the following rates:

A. 1-1/3% of total income (with a minimum of \$60.00 per year due March 31st of the following year) which shall include, but shall not be limited to, base pay, overtime and penalties. Severance pay shall not be included in the computation of total income. This amount shall be paid to NABET-CWA either by check-off or on a monthly basis.

B. Daily hires working for the ABC and/or NBC Networks may be required by their Local Union to pay minimum NABET-CWA dues of \$50.00 per quarter, except if on dues check-off, Section "A" above will apply.

C. For those members not on check-off, dues will be due no later than the 15th day of the month for all income earned in the previous month, including a statement of earnings, filed with the Local Treasurer/Secretary-Treasurer. This report shall be forwarded by the Local Treasurer/Secretary-Treasurer to the Sector Office monthly within sixty (60) days after receipt of the report.

D. Reserved

E. Optional Dues Refund Plans

The following specific optional refund plans shall be available to any Local Union(s). No Local Union can be required to accept any optional Plan(s). Non-participating Locals shall be entitled to be serviced by NABET-CWA as heretofore. Dues rates paid by members shall not be less than the rates set forth in Section 12.2A. Monies due to be refunded under any Plan shall be forwarded to the Local Union on a regularly monthly basis.

Plan #1

To be eligible to participate in this option, a Local Union must agree to modify its dues structure to provide a dues rate of 1-2/3% of total income as described in Section 12.2A. All such dues will be NABET-CWA Dues and paid in the usual manner to the Sector. This Plan will be available to any Local Union which is in all respects in compliance with the NABET-CWA By-Laws and Rules, and which requests it by official action of its Local Executive Board. A Local may withdraw from this Plan by an official action of the Local Executive Board requesting such withdrawal. Such withdrawal will be effective with the fiscal quarter following the request.

Under this Plan:

(1) The Sector will, on or before the tenth (10th) day of each month, refund to the Local Union fifty-five percent (55%) of the dues received from the members of that Local by the Sector during the preceding calendar month for Locals that receive more than \$80,000.00 per fiscal year in dues rebate. Locals that receive less than \$80,000.00 per fiscal year in dues rebate will be refunded sixty percent (60%) of the dues received from the members of that Local by the

Sector during the preceding calendar month. Section 12.2E. (5a) will be substituted for Section 12.2E. (5) for Locals that receive the sixty percent (60%) rebate. Locals will be required to send a representative to the annual Regional Advisory Board meeting and Sector Conferences when called. The Regional Vice President may excuse a Local from attending the meetings for just cause. If a Local qualifies for the sixty percent (60%) Plan, it cannot be removed for subsequently exceeding the \$80,000.00 per calendar year in dues rebate.

(2) The Local Union shall be responsible for the payment of the following expenses incurred by it in furtherance of its objectives:

(a) The handling of all grievances with employers from the time of filing through the arbitration process, except that NABET-CWA will pay the fees for attorneys or advocates of the Sector's choice, if use is approved by the Sector President, and the fees and charges of the arbitrator and any agency administering the arbitration.

(b) All reimbursement to members for time lost from their regular positions in the industry.

(c) Postage and any postage machines used by the Local.

(d) Office Space.

(e) Clerical employees, except as such may be supplied by the Sector at its offices.

(f) Office supplies and equipment, except that one time only, the Sector will reimburse the Local for money spent and vouchered on such items up to an amount equal to one (1) month's dues refund (average of first six (6) months of refund). This reimbursement will be available only during the initial year of a Local's participation.

(g) Telephones and internet services.

(3) NABET-CWA Staff will be made available at a Local President's request and the Sector President's approval.

(4) The Sector shall be responsible for expenses incurred in organizing and negotiation of an initial contract, even if within the geographical jurisdiction of a Local.

(5) The Sector shall pay the costs involved for any Sector business or meetings as distinct from Local business. Included are: Executive Council meetings, Regional Advisory Board meetings, Sector Committee meetings and Sector Conferences. Not included: Network Negotiating Committee, Network Coordinating Committee and Study Courses, except that in the case of study courses the Sector may pay a portion of the tuition and/or expenses in accordance with NABET-CWA Policy.

(a) The Sector will pay the cost incurred by any member requested by the Sector President or Sector Vice President to attend a meeting. Such payment will be subject to the

approval of the Sector Executive Council.

(b) Locals that receive less than \$30,000.00 dues rebate in the prior fiscal year will be reimbursed, upon request, for expenses incurred in connection with such Local's representative attending Regional Advisory Board meetings, and the NABET-CWA Sector Conference. Expenses for additional required meetings may be reimbursed by the Sector, subject to prior approval by the Sector President or his designee.

(6) All questions as to the application of any provision of the Plan or any payment or repayment thereunder shall be decided by the Sector President. All such questions shall be reviewed by the Sector Executive Council at its next meeting following the decision. The Sector Executive Council shall have the authority to rescind or modify the decision to the extent such rescission or modification is possible.

(7) Any obligation owed by a Local to the Sector must be satisfied before any refunds will be issued. If the amount of the refund would exceed the amount of the unsatisfied obligation, the obligation will first be satisfied and the balance sent to the Local as that month's refund. If any obligation of a Local other than obligations involving funds such as furnishing necessary financial reports is not satisfied as required either in this Plan or in the CWA Constitution and/or these By-Laws and Rules, then fifty percent (50%) of the refund will be transmitted until the obligation is satisfied.

Plan #2 Other Possible Plans

In addition to Plan #1 set forth above, the Sector Executive Council shall have the authority to adopt and provide for the implementation of other plans to grant a refund of dues and/or a modification in dues structure in respect to any Local Union under such terms and conditions as it may determine are consistent with the needs or circumstances of NABET-CWA or its Locals.

ARTICLE XIII RULE ADOPTION AND AMENDMENT

13.1 When and How

Rules of NABET-CWA may be adopted, amended or rescinded in the following manner:

A. The modification shall be instituted by a motion made and approved at a meeting of the Sector Executive Council by a two-thirds (2/3rds) vote of those present and voting.

B. The action of the Sector Executive Council shall be reported in the minutes of the Sector Executive Council.

C. The motion, as approved, shall be again presented at the next regular scheduled Sector Executive Council meeting, or at a special Sector Executive Council meeting called for the purpose, but in no event shall less than thirty (30) days elapse between such meetings.

D. At the second Sector Executive Council meeting, if the motion is approved by two-thirds (2/3rds) of those present and voting, the motion shall become effective.

E. By two-thirds (2/3rds) vote of the delegates at a NABET-CWA Conference.

ARTICLE XIV AMENDMENTS

14.1 Required Vote

All provisions of these By-Laws may be amended at any NABET-CWA Conference by a two-thirds (2/3rds) majority of the delegates voting, except that no amendment shall be made that causes these By-Laws to be any further in conflict with the CWA Constitution than they were as of January 1, 1994.

14.2 Procedure for Submission

No By-Law amendments shall be submitted to the Conference for voting unless the same shall have been submitted in writing to the Sector President not less than ninety (90) days prior to the date of the Conference. Amendments may be submitted only by the Sector Executive Council and each Local Union.

14.3 Transcription and Presentation

The Sector President shall have all such proposed amendments transcribed and forwarded to each Local Union not less than forty-five (45) days prior to the date of the Conference. The Sector President shall also forward to each elected delegate a transcribed copy of such proposed amendments not less than thirty (30) days prior to the date of the Conference.

14.4 CWA Constitution

As of January 1, 1998, NABET-CWA shall function in accordance with the CWA Constitution except as specifically noted in the Agreement for Affiliation and Merger between the National Association of Broadcast Employees and Technicians, AFL-CIO and the Communications Workers of America, AFL-CIO, CLC, dated December 8, 1992 (see Appendix A).

In accordance with such Agreement, in addition to any specific provisions of that Agreement, the following provisions of these By-Laws shall remain in effect beyond January 1, 1998 (unless amended as provided in this Article XIV) and shall supersede the CWA Constitution: Sections 1.3; 1.5; Articles II, III, V, VII, VIII (except for Section 8.12, which shall

be subject to changes in CWA policy), IX, X, XI, XII, XIII and XIV. All other NABET-specified provisions that are neither covered by nor in conflict with the CWA Constitution shall also remain in effect beyond January 1, 1998.

NABET-CWA RULES

RULE NO. 1

Each Local Union shall pay a per capita CWA Defense Fund assessment to the CWA Defense Fund of not less than fifty cents (\$0.50) per member per month based upon the membership of the Local Union as of the first day of each month.

(Adopted September, 1955)

(Amended October 3, 1959)

(Amended May 25, 1972)

(Amended December 4, 1992)

RULE NO. 2

1. It shall be the duty and responsibility of the Local President of the Local Union involved to notify the Sector President and the Sector Regional Vice President in the Region, immediately, of an impending or proposed strike.

2. Sector Executive Council strike sanction will not be granted to any Local Union unless the Sector President or his representative has made an effort to adjust the dispute.

3. All requests to the Sector Executive Council for strike sanction shall be made by the Sector Regional Vice President and must include a recommendation from the Sector President and the Sector Regional Vice President in the Region in which the Local seeking strike sanction is located.

4. Benefits shall not be granted unless they have been recommended by the Sector Regional Vice President and the Sector President, and approved by the Sector Executive Council and the CWA in accordance with pertinent Defense Fund rules.

5. Benefits shall be granted in accordance with CWA Defense Fund Rules and Ground Rules.

(Adopted September, 1955)

(Amended January 17, 1956)

(Amended February 3, 1967)

(Amended December 4, 1992)

(Amended August 28, 1998)

RULE NO. 3

Members of a Local Union in arrears in the payment of CWA Defense Fund assessments for a period of two (2) quarters shall be automatically suspended from membership in Union.

(Adopted September, 1955)

(Amended October 3, 1959)

(Amended December 4, 1992)

RULE NO. 4

1. Except as provided in Article X of these By-Laws, appeals to the Sector Executive Council must be filed with the Sector President within the following time limits:

- (a) Appeals from the decision of a Local with reference to the conduct and challenge of Local elections must be filed within thirty (30) days of the date of the Local's decision.

- (b) Appeals from the decision of a Local or its officers, on any other matter, must be filed within sixty (60) days of the date of the decision in question.

2. In the event that any due date or time requirement set forth in these By-Laws falls on a day on which there is not a normal mail delivery, a delivery on the next mail delivery date shall be deemed to satisfy the date or time requirement.

(Adopted October, 1978)

(Amended December 4, 1992)

(Amended June 19, 2008)

RULE NO. 5

1. All NABET-CWA Locals shall participate in the CWA Members' Relief Fund (MRF) in accordance with the rules of the Fund. Currently, the MRF is funded by an amount equal to eighty-five thousandths of one percent (.085%) of each member's total income, which amount shall be deducted from each Local's rebate when dues is received from the member. Locals may defray the cost of MRF contributions through Local dues or membership assessments, provided

that any new such dues or assessments are approved in a referendum in accordance with Section 8.14A of the NABET-CWA By-Laws.

2. Upon request, the Sector Executive Council shall give due consideration, based upon hardship, for partial or total reimbursement of MRF contributions for Locals.

(Adopted August 28, 1998)

(Amended December 21, 1998)

(Amended June 14, 2002)

(Amended July 25, 2010)

APPENDIX A

Agreement for Affiliation and Merger

between the

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS, AFL-CIO**

and the

**COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**

The National Association of Broadcast Employees and Technicians, AFL-CIO (NABET) and the Communications Workers of America, AFL-CIO (CWA) agree to seek to create and establish a single, more powerful labor organization through an affiliation of NABET with CWA, followed by a merger of the two International Unions. By such affiliation and merger, the Unions will significantly enhance job security and economic prosperity for the hundreds of thousands of men and women who contribute their labor to produce the diverse quality services and products of the Communications, Graphic Arts, Media, Broadcasting and Cable Television Industries.

NABET and CWA agree upon the following objectives, purposes and procedures to accomplish an affiliation leading to a merger of the two organizations:

1. Affiliation

(a) Effective upon a date determined by the ratification of this Agreement by the NABET membership in accordance with paragraph 4 herein, NABET shall affiliate with CWA. The affiliation of NABET with CWA is based upon the maintenance of NABET's full autonomy as an independent labor organization.

(b) NABET shall remain an affiliate of the CWA until December 31, 1993, after which the Unions may merge, pursuant to this Agreement, to form one organization with NABET becoming a Sector of CWA as described herein.

(c) During the affiliation period, CWA agrees to accept, as per capita, an amount equal to NABET's AFL-CIO national per capita.

(d) During the affiliation period NABET and CWA shall, to the fullest extent possible, honor any picket lines established by either Union.

(e) During the affiliation period, CWA, when requested by NABET, shall provide NABET with advice and assistance on legal, collective bargaining and organizing matters. In addition, NABET members, officers and representatives shall have available to them whatever educational services, conferences, lectures, educational materials and the like that are provided to CWA members, officers and representatives.

(f) During the affiliation period, NABET members, including daily hires, may participate in CWA member benefit plans such as CWA Health and Welfare Trust which provides medical, dental, vision, life insurance and disability benefits; CWA Savings and Retirement Trust; and CWA-ITU Negotiated Pension Plan.

(g) NABET locals may also take advantage of favorable pricing arrangements that CWA enjoys with a number of office equipment and supply vendors.

(h) NABET may terminate this affiliation upon three (3) months' written notice to CWA, provided that such termination is approved by a majority vote of the NABET International Executive Council; or by a two-thirds (2/3rds) majority vote of those active members in good standing, voting in a referendum conducted by secret ballot after receipt of a petition in favor of termination, signed by at least twenty-five percent (25%) of the active members in good standing of NABET. If the affiliation is terminated, this Agreement shall be null and void, and merger shall not take place between the parties.

2. Purposes of Merger

Effective upon the completion of the affiliation period, NABET and CWA shall merge into one International Union in the Communications, Printing, Publishing, Media, Broadcasting and Cable Television Industries. The purpose of such merger is to combine services and resources for increased bargaining power and strengthened organizing efforts.

It is agreed that NABET shall function as a "Sector" within the CWA, and that this Sector shall preserve and retain NABET's long-standing traditions and methods of operation in the Broadcasting, Cable Television and related industries.

3. Name, Headquarters, Staff and Sector By-Laws

(a) The name of the merged organization shall be the Communications Workers of America, AFL-CIO (CWA). The former NABET shall become the "National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO" (herein referred to as "NABET-CWA" or the "Sector"). NABET-CWA shall have its own officers, staff and by-laws.

(b) Upon merger, on January 1, 1994, CWA shall assume payment of rent and other obligations for NABET's Washington and Chicago International offices during the remaining term of their current leases.

(c) Upon the closing of NABET's Washington and/or Chicago office(s), CWA shall provide NABET-CWA with ample office space in its Washington, D. C. headquarters.

(d) The Sector Secretary-Treasurer shall operate out of facilities provided by CWA in its Washington headquarters.

(e) Present NABET-CWA Staff Representatives shall operate out of the Washington office, except that the Network Coordinator shall operate out of any office mutually agreeable to him or her and the President of the NABET-CWA. Other Staff Representatives may operate out of a CWA District or area office with the approval of the NABET-CWA President and the CWA President. In such cases, CWA shall provide office space in such District or area offices.

(f) There shall be no layoff of present NABET staff representatives. Replacement or addition of staff shall be approved by the Sector in accordance with the CWA process. CWA staff from outside the Sector shall only be assigned to the Sector with approval by the Sector President.

(g) The Sector shall operate pursuant to its own by-laws which shall be the former NABET International Constitution and By-Laws, as amended October 18, 1990. If NABET-CWA amends its by-laws, it shall make no change that causes the by-laws to be further in conflict with the CWA Constitution than they were at the time this Agreement is executed.

This Agreement supersedes the CWA Constitution. In the event of any conflict between the terms of this Agreement and those of the CWA Constitution, this Agreement shall control. As of January 1, 1998, NABET-CWA shall function in accordance with the CWA Constitution except as noted herein.

In addition to any specific provisions of this Agreement, the following provisions of the NABET International Constitution and By-Laws (as amended to conform with this Agreement) shall remain in effect beyond January 1, 1997 and shall supersede the CWA Constitution: Sections 1.5, 1.8; Articles II (except Sections 2.1, 2.4C, 2.5B and C), III, V (except Section 5.6B), VI, VII (except Sections 7.1B and C; the first sentence of Section 7.4A; Sections 7.5D; 7.10; 7.12; 7.13; 7.14; 7.15); VIII (except Sections 8.12; 8.16); IX; X (except that under Section 10.12, members shall have the right to appeal to the CWA Executive Board and CWA Convention in accordance with the CWA Constitution, after 10.12 appeal procedures are exhausted); XI; XII; (except for Sections 12.2E; F(1), (2) (b); XIII (except that all references to "By-Laws" are changed to "Rules") and XIV (except Section 14.1B; and the deletion of all words after "...delegates voting" in Section 14.1A; and except that all references in the Article to "Constitution" are changed to read "By-Laws," and all references to "International Convention" are changed to read "NABET-CWA Conference" or "Sector Conference").

(h) NABET-CWA shall not be dissolved nor shall its authority, jurisdiction, functions or by-laws be changed or impeded without its consent.

- (i) The Sector and its Local Unions shall continue to use and display the official NABET seal, which shall be modified to look as follows:



The above seal shall be used in all situations for which the seal of the former NABET was used, and may be used separately or in conjunction with the CWA seal.

4. Method of Affiliation and Merger

(a) This Agreement for Affiliation and Merger, together with the By-Laws of the Sector (i.e., the NABET International Constitution as amended) shall be submitted to the two merging organizations for approval in accordance with the applicable provisions of the Constitutions of NABET and CWA. It is understood that, to effect a merger, the NABET International Constitution requires approval by a two-thirds (2/3rds) majority of those active members in good standing voting in a secret mail ballot in a referendum conducted among the entire such membership of the Union.

(b) This Agreement for Affiliation and Merger shall become effective fifteen (15) days after certification of the ballots approving this Agreement by a two-thirds (2/3rds) majority of voting NABET members in good standing and by the CWA Executive Board.

5. Operating Principles of Broadcasting and Cable

Television Sector

Recognizing the need for a smooth and efficient integration of the policies, programs, officer structures, staffs and personnel of the merging International Unions, the parties agree that an appropriate transition period is necessary.

(a) All Sector Locals shall continue to operate in accordance with the NABET-CWA By-Laws and their Local By-Laws. All Local Unions of NABET shall automatically become Local Unions of CWA.

(b) The merger or consolidation of Local Unions within the Sector, while encouraged, shall be voluntary and shall not be compelled. While mergers shall not be compelled, in the event a former NABET Local Union merges with a CWA Local Union, members employed in the Broadcast, Cable Television and related industries shall remain under the jurisdiction of NABET-CWA. Such members shall continue to retain all rights within the Sector, including, but

not limited to, the right to vote on Sector matters where appropriate under Sector By-Laws, and the right to receive literature and benefits.

(c) Any picket line of any Local Union that has been sanctioned by NABET-CWA or other Sectors of CWA shall be honored by and receive the full support of all Local Unions and members of CWA.

(d) A transition plan shall be developed to encourage full participation of CWA Locals that have members employed in the Broadcasting and Cable Television Industries.

In the event that telecommunications companies such as RBOCs enter the broadcasting, cable television, video or related industries, CWA will encourage, support and assist existing NABET-CWA locals in organizing production workers and other employees who perform work that is traditionally under the jurisdiction of NABET at such new entities. Members of any such newly organized unit (or any other new unit which falls under the jurisdiction of NABET-CWA) shall be assigned by action of the NABET-CWA Executive Council to the NABET-CWA Local Union in the same geographic area that organized it.

6. Service to Local Unions

Currently, CWA has eight (8) District offices and fifty (50) area offices, each with staff and resources which shall be made available to NABET-CWA Officers, Staff Representatives, Organizers and Local Union Officers on an as needed basis.

CWA has made and agrees to continue to make a significant commitment to organizing the unorganized. NABET-CWA shall enjoy the full resources of the organizing program, which will provide new growth and members for the Sector and the International Union.

CWA employs full-time legal counsel, at least one (1) of whom is located in each District. Such counsel shall be made available to Sector Officers, Staff Representatives, Organizers and Local Officers on an as-needed basis. However, since it is understood that for many years NABET, on behalf of itself and its Local Unions, has retained and built strong ties with a General Counsel and other law firms to advise it and represent it in arbitrations, litigations and other legal matters, the Sector, at its option, may continue to retain such General Counsel and other such law firms to represent it. During the affiliation period and annually thereafter, a legal budget shall be developed with the CWA General Counsel for such purposes.

7. Jurisdiction and Authority

(a) During the term of the affiliation period of this Agreement, NABET and CWA shall each retain their respective independent jurisdictions.

(b) Upon the effective date of the merger of the organizations, the jurisdiction of the resulting Union shall be the present jurisdictions of NABET and CWA, combined in the United States and its possessions. After merger, NABET-CWA shall be the successor to, and holder of,

all collective bargaining and other agreements to which NABET was party, as a separate organization, prior to the merger.

(c) Upon the effective date of merger, all NABET Local Unions shall be and shall remain affiliated with NABET-CWA, the Broadcasting and Cable Television Workers Sector of the CWA.

(d) On the date of this Agreement, NABET is a chartered independent affiliate of the AFL-CIO. The parties agree that, prior to the date of merger, they will undertake to secure an agreement from the AFL-CIO to restore and reissue NABET's charter as an independent affiliate in the event that the merger of the Unions is canceled, terminated or otherwise abrogated in accordance with the terms and conditions of this Agreement.

8. Officer Structure, Terms and Election

(a) Upon the date of merger, the three (3) elected officers of NABET, i.e., the International President, the International Vice President and the International Secretary-Treasurer, and the six (6) Regional Vice Presidents shall become officers of NABET-CWA.

The NABET International President shall become the President of the new Sector. The NABET-CWA President shall attend all CWA Executive Board meetings with a voice but no vote. The Sector President shall receive one (1) salary only.

The NABET International Vice President shall become the Vice President of NABET-CWA.

The NABET International Secretary-Treasurer shall become the Secretary-Treasurer of NABET-CWA.

The six (6) NABET Regional Vice Presidents shall become Regional Vice Presidents of NABET-CWA.

(b) Terms of office for the NABET-CWA officers shall be in accordance with the NABET International Constitution, i.e., four (4) years for the President, Vice President and Secretary Treasurer, and two (2) years for the Regional Vice Presidents.

(c) Beginning in 1994 the NABET-CWA President, Vice President and Secretary-Treasurer shall be elected at a CWA convention by delegates representing NABET-CWA local unions, voting on a constituency basis.

NABET-CWA Regional Vice Presidents shall be elected by secret mail ballot conducted among members in good standing in their respective regions. Elections for odd-numbered regions shall be conducted in odd-numbered years; elections in even-numbered regions in even-numbered years.

(d) In the event of a vacancy in the office of Sector President, the Sector Vice-President shall fill the vacancy and hold office as President for the remainder of the regular term of office.

Vacancies in the offices of Vice President, and/or Regional Vice President shall be filled in accordance with Section 7.5 ("Succession") of the current NABET International Constitution.

(e) The governing body of the Sector shall be called the "NABET-CWA Executive Council."

(f) NABET-CWA members shall have all rights of membership in CWA and shall be eligible for election to any CWA office and to vote in any CWA election in accordance with the CWA Constitution.

(g) The office of NABET-CWA Secretary-Treasurer shall terminate prior to the conclusion of the 1998 convention.

9. Salaries of Sector Officers and Staff Representatives

(a) Upon the merger of the organizations, salaries for the NABET-CWA President, Secretary-Treasurer and Staff Representatives, if higher than CWA salaries for comparable positions, shall not be reduced. Once such salaries are equaled or exceeded, NABET-CWA officers and Staff Representatives shall receive annual salary adjustments equal to those received by CWA officers or employees in comparable positions.

Officers and Staff Representatives elected or hired after the merger date shall receive CWA salaries which are appropriate for their positions. The NABET-CWA President's salary shall be "red-circled" until such time as the salary of a CWA Vice President equals it. Thereafter, the NABET-CWA President's salary shall be comparable to a CWA Vice President's salary.

(b) The NABET-CWA Vice President and Regional Vice Presidents shall continue as part-time positions as provided in the Sector budget, and shall continue to receive compensation at the rates specified in the NABET International Constitution.

10. Benefit and Retirement Programs for NABET-CWA Officers, Staff Representatives and Other NABET Employees

During the affiliation period, benefits and pensions of NABET-CWA officers, staff and employees will be reviewed and compared to those in CWA. Upon merger, the level of benefits shall be maintained.

11. Broadcasting and Cable Television Workers Sector By-Laws

Upon the effective date of this merger, the NABET International Constitution and By-Laws, as amended herein, shall become the By-Laws of NABET, the Broadcasting and Cable

Television Workers Sector of the CWA. Such By-Laws shall govern and control the election of Sector officers, duties of Sector officers and other operations of the Sector.

12. NABET Staff Representatives

NABET Staff Representatives employed as of the date of merger shall become NABET-CWA Staff Representatives who shall continue to service the NABET-CWA Local Unions in the manner in which such Local Unions have been serviced in the past.

13. OPEIU/NABET Agreement

Upon the merger of the organizations, CWA shall assume all responsibilities and obligations for the collective bargaining agreement then in effect between NABET and the Office and Professional Employees International Union, AFL-CIO (OPEIU), the collective bargaining agent for NABET's clerical staff.

14. Dues and Finances

(a) Upon the merger of the organizations, NABET-CWA members shall continue to pay dues at the rates and in the manner that such dues were paid prior to the merger. NABET-CWA locals may continue to collect local dues in accordance with their Local By-laws. NABET-CWA locals shall pay full CWA per capita, or any other per capita mutually agreeable to NABET and CWA. During the affiliation period, NABET and CWA shall determine the local dues rebates (which shall not be a smaller percentage than the pre-merger rebates) and other considerations to be paid to NABET-CWA locals after the merger date. Such rebates and other considerations shall be approved by the NABET International Executive Council and the CWA Executive Board prior to the date of merger. The terms of such approved rebates and other considerations shall be appended hereto.

(b) NABET-CWA locals may continue to collect initiation fees, in accordance with their local By-Laws, with such fees waived initially for newly organized units.

(c) NABET-CWA shall prepare an annual sector budget based on Sector membership and income projections. For the immediate future and until such time as the Sector experiences a significant increase in membership and post-rebate dues revenues as a result of the merger between NABET and CWA, all dues monies collected from NABET-CWA members shall be used to fund the Sector's budget only.

15. Membership

Upon the merger of the organizations, all members of the former NABET shall be either active members or members of the CWA Retired Members Club.

(a) Upon the date of merger, all current active members of the former NABET shall become active members of NABET-CWA, and shall continue to pay dues and other financial

obligations pursuant to paragraph 14 herein, the Sector By-laws, and the By-Laws of their Local Unions.

(b) Upon the date of merger, all retirees of the former NABET shall be eligible for membership in the CWA Retired Members Club in accordance with the CWA Constitution.

Retirees of the former NABET who wish to be eligible for full active membership in CWA shall be required to pay minimum International per capita dues of fifteen dollars (\$15.00) per quarter. As of January 1, 1997, active membership shall require payment of minimum dues as provided by the CWA Constitution and Convention. Retirees of the former NABET who wish to be eligible for full active membership in CWA, and who are employed under a NABET-CWA or other CWA collective bargaining agreement in the broadcasting, cable television or any related industry, shall pay normal membership dues as provided in paragraph 14 herein.

If a retiree is a full active member of CWA, he or she shall be eligible to vote and seek elective office in accordance with the CWA Constitution.

(c) (i) Upon the date of merger, current inactive members of the former NABET who wish to be eligible for full active membership in CWA shall be required to pay the minimum International per capita dues of fifteen dollars (\$15.00) per quarter.

(ii) Inactive members who do not wish to be eligible for full membership in CWA shall be terminated as members. A withdrawal card shall be issued by the Sector, on behalf of the members' Local Unions, to all such terminated members. Should the holder of a withdrawal card return to the jurisdiction of the Union at a later date, such person shall not be required to pay a new initiation fee, provided such card is presented to the Secretary or Secretary-Treasurer of the Local Union having jurisdiction over the member within thirty (30) days of such member's return to the Union's jurisdiction. Failure to present a card within the time period specified herein shall void the rights and privileges granted by such withdrawal card.

A member who presents a withdrawal card upon reentering the jurisdiction of the Union shall continue to pay all initiation fee monies owed to his or her original Local Union in accordance with the terms of his or her initiation fee agreement. Such monies shall be forwarded by the collecting Local Union to the member's original Local Union.

Current inactive members shall be sent a letter outlining their rights and obligations under this provision.

(iii) Notwithstanding the provisions of (ii) above, any member who became inactive prior to November 1, 1986, and whose inactive status was 'grandfathered' pursuant to Section 2.5B (a) of the NABET International Constitution, shall not be issued a withdrawal card. Any such member shall have the right to reactivate his or her membership, without having to pay a new initiation fee, upon verification of his or her inactive status, provided he or she makes such status known to the Secretary or Secretary/Treasurer of the Local Union having jurisdiction over the member within thirty (30) days of his or her request to return to active status. Upon reactivation, such members shall continue to pay all initiation fee monies owed to their original Local Unions in accordance with the terms of their initiation fee agreements. Such monies shall be forwarded by the collecting Local Union to the members' original Locals. After merger, the Sector shall continue to maintain a record of such 'grandfathered' inactive members, and shall send a list of all such members to their last known Locals.

(d) After the date of merger, the membership of active members who leave the jurisdiction of the union through other than retirement, and who do not desire to continue to be active members, shall be terminated.

The Sector shall issue a withdrawal card to such members in good standing which shall convey to such members all the privileges and obligations specified in "c" above.

16. Defense and Strike Funds

After the merger of the organizations, Sector members shall be eligible to receive assistance from the CWA Member Relief Fund and Defense Fund, consistent with the rules of the Fund. The CWA Member Relief Fund is funded by fifteen hundredths of one percent (.15%) of base salary and the CWA Defense Fund is funded by a fifty cents (\$0.50) per member per month contribution. In addition, the NABET-CWA may, at its option, provide and administer a supplemental strike or defense fund benefit.

17. Membership Benefits

NABET-CWA members, including daily hires, shall be eligible for all CWA membership benefits such as CWA Health and Welfare Trust which provides medical, dental, vision, life insurance and disability benefits; CWA Savings and Retirement Trust; and CWA-ITU Negotiated Pension Plans.

18. Designation of Local Unions

Former NABET Local Unions may retain their Local names and numerical designations if they so desire.

19. Conventions, Committees and Meetings

After merger, Sector Locals shall elect delegates to CWA annual conventions in accordance with the CWA Constitution and local By-Laws. NABET-CWA Locals shall have a conference for the Sector at least every four (4) years, prior to the annual CWA Convention. NABET-CWA local delegates who are elected to attend the CWA convention shall be the delegates who attend the NABET-CWA conference. The Sector, with the approval of the NABET-CWA Executive Council, and as provided in the NABET-CWA budget, may pay travel expenses, lodging, per diem and salary loss for delegates while they are attending the NABET-CWA conference. No such expenses shall be paid for that portion of the trip spent at the CWA convention.

Delegates attending a NABET-CWA conference may adopt rules, conduct Sector business, pass resolutions, amend the Sector By-Laws, and elect Sector officers in accordance with the Sector By-Laws and this Agreement. In addition, the conference may discuss issues of interest to workers in the broadcasting, cable television and related industries.

In addition, allocations shall be provided in the annual NABET-CWA budget to pay for Sector Executive Council meetings, Network Coordinating Committee meetings, Regional Advisory Board and contractually-mandated meetings.

20. Funds and Assets of NABET

(a) On the effective date of merger, all the funds, assets, and liabilities of NABET shall be retained by NABET-CWA. Assets may be used to fund NABET-CWA programs not provided in the NABET-CWA budget, as well as transition costs. All funds, assets, and liabilities of NABET Local Unions shall be retained by the respective Local Unions.

(b) On the effective date of the merger, NABET-CWA shall retain jurisdiction over and continue to appoint Trustees to Pension Trust Plans, Welfare Trust Plans and Savings Plans to which NABET is a party and is represented by Trustees pursuant to the terms of a collective bargaining agreement with an employer in effect prior to the date of the merger.

21. Arbitration and Legal Costs

After merger, in accordance with CWA policy, CWA shall pay all costs of arbitrations and other legal assistance that are approved by the NABET-CWA President. Part of the annual NABET-CWA budget shall include a legal budget for outside counsel. Any arbitration, litigation or other legal matter not approved by the Sector President may be pursued by a Local Union at its own expense.

22. Publications

After merger, each member (active or retired) of the Broadcasting and Cable Television Workers Sector shall receive the monthly CWA publication. In addition, CWA will publish and pay for a bimonthly NABET-CWA publication to be distributed to each member, funded from the Sector budget.

23. National Support for Broadcast Issues

CWA and NABET recognize the extraordinary circumstances facing employees in Broadcasting, Cable Television, Video and Telecommunications as these industries continue to converge.

Therefore, as part of the merger agreement, CWA and NABET will develop new strategies to help our members through this crisis and to build and strengthen our organizations.

Specifically, we will expand our organizing focus in Broadcasting, Cable Television and Video, joining NABET's experience in those industries with CIA's clout and presence in communities across the USA.

We will develop materials and an educational program to boost the knowledge and confidence of organized and unorganized workers in these industries.

We will develop corporate strategies to pressure the huge multi-national corporations that dominate these industries.

We will utilize our legislative and political resources to increase our leverage with government and regulatory agencies.

24. Dispute Resolution

Any dispute concerning the interpretation and application of the terms and conditions of this Agreement shall be resolved, in the first instance, by good-faith discussions between the parties. If such discussions fail to resolve the dispute, such dispute shall be submitted expeditiously to an impartial umpire mutually selected by the parties. The decision of the impartial umpire shall be final and binding. In the event the parties are unable to agree upon an umpire, the American Arbitration Association shall be asked to provide a list of arbitrators, and the parties shall select an arbitrator and conduct such arbitration in accordance with the Labor Administration Rules of the American Arbitration Association.

25. Termination of Merger

The Sector may terminate this Merger Agreement upon, one (1) year's written notice to CWA within five (5) years from date of merger, provided that such termination is approved by a majority vote of the NABET-CWA Executive Council and/or by a two-thirds (2/3rds) majority vote of those active NABET-CWA members in good standing, voting in a secret mail ballot

referendum after receipt of a petition in favor of termination, signed by at least twenty-five percent (25%) of the active members in good standing of NABET-CWA. Upon the finalization of the merger termination, the AFL-CIO shall re-charter NABET as an independent affiliate with jurisdiction identical to that which it enjoyed prior to the merger. In accordance with paragraph 7(d) herein, the parties agree to arrange for the restoration of NABET's charter in advance by obtaining the agreement of the AFL-CIO.

Upon the finalization of the merger termination, all NABET-CWA Local Unions shall automatically become Local Unions of the restored NABET, and all members under the jurisdiction of NABET-CWA who are members of NABET-CWA Locals shall become members of the restored NABET and the NABET Local Unions.

Furthermore, upon finalization of the merger termination, all the collective bargaining agreements, funds, assets, and liabilities of NABET-CWA and the NABET-CWA Local Unions retained by the Sector and the respective Locals pursuant to paragraph 20 herein, and any additions there to, shall be retained by the restored NABET and the respective NABET Local Unions.

26. Affiliation and Merger Agreement

This Agreement sets forth the principles for an affiliation period leading to a merger between NABET and CWA, and constitutes the Document of Affiliation and Merger between the parties. Except for areas specifically requiring further discussion and agreement during the affiliation period, this Agreement represents the full understanding of the parties.

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS,
AFL-CIO**

/s/ James P. Nolan

/s/ John S. Clark

December 8, 1992

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

/s/ Morton Bahr

December 8, 1992

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APPENDIX A