

Constitution, By-Laws & Working Rules Local 706 Make Up Artists & Hair Stylist Guild

UNION RESPONSIBILITY

In addition to the money investment, which goes into every Union, if the Union is to be really effective, the members must invest time, interest and loyalty. However efficient and skillful the Business Representative may be, he depends for authority upon the fact that he represents the craftsmen in their profession. Unless the membership supports him, he stands alone. The very existence of an active, intelligently controlled Union is a fact that the industry is quick to observe.

An efficient trade Union is insurance against deterioration in wages and working conditions. A sudden attack or sudden danger must be repelled at once. There is not always time to revive and reorganize the Union after danger develops. In addition to the advantages of a strong Union for defensive purposes, it is even more necessary to have an alert, active Union to enable wage earners to take a constructive part in considering problems and determining policies. It is far better policy to avert trouble by seeing to it that developments are wisely directed than merely to rely upon defensive tactics to repel aggression.

Union members are responsible for making such financial and personal investments as are necessary to make the Union an efficient agency for the management of their affairs. Fulfillment of this obligation will promote the best interests of wage earners, industry and society.

PLEDGE

I, the undersigned, as a condition of my membership in Local 706 and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada, do solemnly pledge myself to accept and abide by the provisions of the Constitution, By-Laws and Working Rules of Local 706 and of the International Alliance, as now in force and as hereafter legally amended, and the provisions of the various Working Agreements, and hereby express my consent to be governed thereby in the conduct of my profession and in my relationship with Local 706 and the International Alliance. I solemnly pledge myself not to resort to legal proceedings against Local 706 or the International Alliance for any grievance, but to seek my remedies within Local 706 and the International Alliance, and to be bound by the decisions of the lawful tribunals of each thereof in my case.

Signature

A COPY OF THIS MUST BE SIGNED BY ALL ASSOCIATE MEMBERS

FOR ASSOCIATE AND/OR TRAINEE MEMBERS

I understand that membership in Local 706 does not guarantee me employment. As a member of Local 706, I am entitled to participate in Local Union affairs in accordance with the Local 706 Constitution, and I am entitled to have my name submitted to prospective Employers as a person who is available for work in accordance with the terms of the applicable collective bargaining agreements. An Associate member in television is entitled to have his or her name read for Motion Pictures when the Industry Experience Roster is depleted.

Make Up Artist and Hair Stylist applicants to Membership (Industry Experience Roster) shall pay 50% of the initiation fee upon application to Local 706, along with the

appropriate dues and processing fees. The remaining balance of that initiation fee must be paid within six (6) months of application to Local 706. It is the responsibility of the members to know the date the balance is due. All others pay initiation in full at time of application.

DATE:

SIGNED:

PRINT NAME:

OBLIGATION OF MEMBERS

Before taking the required obligation for membership in Local 706 of the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, I assure you that nothing therein conflicts with any civil or religious beliefs. It requires only that you be loyal to trade Unionism and that you observe in letter and spirit the Constitution, By-Laws and Working Rules of Local 706 and of the International Alliance, and of the AFL-CIO so long as the International Alliance be affiliated with that body.

If you wish to proceed, take your fellow member by the hand, place your left hand over your heart and repeat after me your obligation.

OFFICER'S CHARGE TO CANDIDATES

"I, (full name), do solemnly pledge my word of honor as a person to abide by the Constitution, By-Laws and Working Rules of Local 706 of the International Alliance of Theatrical Stage Employes, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. I further affirm that I will obey the mandates of the AFL-CIO so long as the International Alliance be a part of that Organization. The will of the Majority I shall always abide by. I will use every honorable means to procure employment for the members of this Union in preference to non-members. Also, I pledge to keep confidential the work of this body and to do all in my power to discourage and prevent violation of this requirement by brother members. Should I fail to keep true this, my solemn obligation, I shall willingly submit to such discipline as my lack of loyalty may bring upon me."

INSTALLATION OF OFFICERS

"I, (full name), do hereby pledge my word of honor to perform the duties of my office as set forth in the Constitution, By-Laws and Working Rules of this Union to the best of my ability and to bear true allegiance to the International Alliance. At the close of my official term, I solemnly promise that I shall deliver to my successor in office all books, papers and property of this Union and of the International Alliance, which may be in my possession. To these promises I pledge you my word, fully realizing that to violate this pledge is to stamp me a person unworthy of trust."

(Installing Officer): -- "You have obligated yourself to faithfully and to the best of your ability discharge the duties of your office. You will now proceed to your station and perform the duties of that office and so conduct yourself as to be worthy of the trust reposed in you."

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CONSTITUTION
ARTICLE ONE

Section 1. NAME

The name of this organization shall be "Make-Up Artists and Hair Stylists Guild Local 706, of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada.

Section 2. SEAL

The seal shall be as granted by the I.A.T.S.E. of the United States and Canada.

Section 3. EMBLEM

The emblem shall be the I.A.T.S.E. emblem with 706 in the center.

Section 4. PURPOSE

To achieve, by organization and mutual endeavor, the improvement of the social and economic conditions of workers identified with the Motion Picture, Television, Theatrical & Videotape industries of the United States, its possessions and the Dominion of Canada; to insure the maintenance of a fair rate of wages for services competently rendered; to assure employment of all members in these industries and to secure for ourselves, by unity of action, such benefits as are rightfully ours, pledging ourselves in all difficulties to accept wise, honorable and conservative mediations that equity may be maintained. (Article 1, Section2. I.A.T.S.E.)

Section 5. FAMILIARITY OF RULES

ALL MEMBERS ARE INSTRUCTED TO READ CAREFULLY EACH AND EVERY SECTION OF THE LOCAL CONSTITUTION, BY-LAWS AND WORKING RULES, and also the International Constitution and By-Laws, and make themselves familiar with each Section and Rule, the whole of which will be strictly and impartially enforced, and NO MEMBER WILL BE ALLOWED TO PLEAD IGNORANCE OF ANY OF THE LAWS OR RULES.

Section 6. HEADQUARTERS

- (a) A Business office within the corporate limits of the city of Los Angeles shall be sustained from monies in the General Fund to carry out the functions of Local 706.
- (b) The normal workweek shall be from Monday through Friday, excluding the nine nationally recognized holidays.
- (c) The office employees and all other persons in the employment of 706 shall be paid at the end of the workweek.

- (d) All employees handling funds of Local 706 shall be bonded in a reliable company in an amount sufficient to thoroughly protect the funds of the Local as provided in Article 3, Section 9. Paragraph c. of this Constitution.
- (e) The paid employees of Local 706 who drive their cars on official union business shall be covered by a blanket insurance policy in an amount sufficient to protect the interests of the Local. This policy shall be full coverage including liability, property damage, collision, etc. The premium for this coverage to be paid by the Local.
- (f) All persons employed by Local 706 shall be under the jurisdiction of the Executive Board.
- (g) Office personnel shall be employed by and under the direct supervision of the Business Representative subject to the approval of the Executive Board.
 - 1. Assistant to the Business Representative
 - (a) The Assistant (s) to the Business Representative shall assist the Business Representative in the discharge of his/her official duties.
 - (b) The position of the Assistant Business Representative is an appointed position, who is an "at will" employee and whose term is at the discretion of the current Business Representative in office. Therefore any person who is appointed to the position of the Assistant to the Business Representative is not guaranteed employment for life.
 - (c) When an Assistant to the Business Representative position becomes available, any member in good standing for the previous two years may submit a written application to the Executive Board for their consideration.
 - (d) The Executive Board and the Business Representative will select no less than three applicants to be submitted to the Business Representative for his/her final selection.
 - (e) The first 90 days of employment shall be a probationary period.

Section 7. JURISDICTION

- (a) The jurisdiction of this Local shall be over all persons engaged in applying facial or body make-up, prosthetics or cosmetics of any description; in creating hair styles, styling and dressing hair and wigs; in make-up laboratories; and to those persons engaged in moving or still pictures and every phase of television, videotape, cable and/or every place of amusement where viable contracts exist and the art of Make-Up and Hair Styling is practiced. (Article 18, Sec. 10, Para. (h) I.A.T.S.E.)
- (b) A member of this Local who works at a place with a non-member caring for the duties over which Local 706 properly exercises jurisdiction, shall be fined not less than two hundred dollars (\$200.00) for the first offense.

Section 8. FINANCIAL

- (a) Local 706 shall maintain a General Checking account in a bank approved by the General body. All monies in excess of two hundred dollars (\$200.00) in cash received by the Local shall be deposited daily. All disbursements, except for Welfare, shall be made from this account.
- (b) The Local shall maintain in a separate bank a Welfare Account, drawn from the General Account, to which all funds raised or collected for Welfare Committee purposes shall be deposited.
- (c) All checks drawn on the General and/or Welfare Accounts of Local 706 must bear two (2) of the signatures from among Secretary-Treasurer, the Business Representative and the President.
- (d) Loans from the Welfare Committee shall be restricted to amounts necessary to allow members in financial distress to remain in good standing only. No other loans shall be permissible. All such loans shall be made from the Welfare Account and must first be approved by the Welfare Committee.
- (e) The Local shall engage a competent and qualified certified public accountant who shall make an annual audit of its financial affairs.
- (f) The auditor shall send copies of the annual audit to the Treasurer, the Business Representative and the senior member of the Board of Trustees. These copies are to be mailed individually to the aforesaid members.

CONSTITUTION ARTICLE TWO

Section 1. MEMBERSHIP

- (a) There shall be two classifications of membership; General and Associate. A General Member is one who has met all the requirements of the classification to which he or she is applying. An Associate member is one who has applied for membership and who has not met the requirements of a General member as outlined above. In all other respects, every member of Local 706 I.A.T.S.E. shall have equal rights and privileges with the organization to nominate candidates, to vote in elections or referendums of the Local, to attend membership meetings and to participate in the deliberations and voting upon the business of such meetings, subject to reasonable rules and regulations in this organization's and the I.A.T.S.E.'s Constitutions and By-Laws.
- (b) Any paid up member of Local 706 in good standing shall be entitled to one vote on any business under consideration at any General or Special General Meeting of Local 706 I.A.T.S.E. WITH THE FOLLOWING EXCEPTION; that only General members shall be permitted to vote on the ratification of Collective Bargaining agreements.
- (c) Each Executive Board Member shall be entitled to one Vote on any business under consideration at any regular or special Executive Board Meeting.
- (d) Membership shall be as per Article 1. Section 3, of the Constitution of the I.A.T.S.E. and also as follows:
 - (1) The membership of Local 706 shall be composed of

1. Make-Up Artists
2. Hair Stylists

(e) The Union shall maintain an up-to-date list of Journeyman and Trainee Level personnel in accordance with established Motion Picture Industry's Experience Roster.

(f) Local 706 shall have an Honorary Membership category. An Honorary membership is bestowed upon an individual or individuals, who are not of the General or Associate membership classification, for outstanding performance or support of the I.A.T.S.E. or Local 706. Honorary Membership is an honorary status only and in no way shall honorary members have any of the rights of the General or Associate membership classification. Meeting attendance shall be by invitation only.

Section 2. CLASSIFICATION AND REQUIREMENTS FOR MAKEUP, HAIRSTYLIST AND BODY MAKE-UP ARTIST

(a) CLASSIFICATION AND REQUIREMENTS FOR MOTION PICTURE MAKE-UP ARTIST

- (1) Trainee – thirty (30) days employment under our Motion Picture contract, Videotape Supplemental Agreement, Low Budget Theatrical Agreement, Music Video Producers Agreement and/or New Media Sideletter (as per Clause 68, AMPTP/I.A.T.S.E. Basic Agreement contract)
- (2) Journeyman – after obtaining Trainee status and meeting all requirements as required by the AMPTP Industry Experience Roster (IER).

(b) CLASSIFICATION AND REQUIREMENTS FOR TELEVISION COMMERCIAL MAKE-UP ARTIST

- (1) Thirty (30) days employment under our Television Commercial (AICP) Agreement.

(c) CLASSIFICATION AND REQUIREMENTS FOR NETWORK TELEVISION MAKE-UP ARTIST

- (1) Thirty (30) days employment with signatory companies, apply for and qualify by providing all documentation.

(d) CLASSIFICATION AND REQUIREMENTS FOR THEATRICAL MAKE-UP ARTIST

- (1) Thirty (30) days employment with Theatrical Stage productions, signatory to Local 706 contracts, and qualifying by providing all documentation.

(e) CLASSIFICATION AND REQUIREMENTS FOR REGIONAL MAKE-UP ARTIST

- (1) Shall be those persons who are working in the Make-up Craft covered by our Charter and living outside of Los Angeles County. They shall have a prior right to employment within a radius of one hundred (100) miles from their domicile city, except where our contractual obligations prohibit same (e.g. Motion Pictures originating in Los Angeles County and covered by the I.A.T.S.E. Basic Agreement Industry Experience Roster).
- (2) Thirty (30) days employment with productions signatory to Local 706 contracts, apply for and qualify by providing all documentation.

(f) CLASSIFICATION AND REQUIREMENTS FOR THEME PARK MAKE-UP ARTIST

- (1) Thirty (30) days employment with signatory companies, apply for and qualify by providing all documentation.

(g) CLASSIFICATION AND REQUIREMENTS FOR MOTION PICTURE HAIR STYLIST

- (1) Trainee – thirty (30) days employment under our Motion Picture contract, Videotape Supplemental Agreement, Low Budget Theatrical Agreement, Music Video Producers Agreement and/or New Media Sideletter (as per Clause 68, AMPTP/I.A.T.S.E. Basic Agreement contract)
- (2) Must hold a valid State Board of Cosmetology license.
- (3) Journeyman – after obtaining Trainee status and meeting all requirements as required by the AMPTP Industry Experience Roster (IER).

(h) CLASSIFICATION AND REQUIREMENTS FOR TELEVISION COMMERCIAL HAIR STYLIST

- (1) Thirty (30) days employment under our Television Commercial (AICP) Agreement.
- (2) Must hold a valid State Board of Cosmetology license.

(i) CLASSIFICATION AND REQUIREMENTS FOR NETWORK TELEVISION HAIR STYLIST

- (1) Thirty (30) days employment with signatory companies, apply for and qualify by providing all documentation.
- (2) Must hold a valid State Board of Cosmetology license.

(j) CLASSIFICATION AND REQUIREMENTS FOR THEATRICAL HAIR STYLIST

- (1) Thirty (30) days employment with Theatrical Stage productions, signatory to Local 706 contracts, apply for and qualify by providing all documentation.
- (2) Must hold a valid State Board of Cosmetology license.

(k) CLASSIFICATION AND REQUIREMENTS FOR REGIONAL HAIR STYLIST

- (1) Shall be those persons who are working in the Hair Craft covered by our Charter and living outside of Los Angeles County. They shall have a prior right to employment within a radius of one hundred (100) miles from their domicile city, except where our contractual obligations prohibit same (e.g. Motion Pictures originating in Los Angeles County and covered by the I.A.T.S.E. Basic Agreement Industry Experience Roster).
- (2) Thirty (30) days employment with productions signatory to Local 706 contracts, and qualifying by providing all documentation.
- (3) Must hold a valid State Board of Cosmetology license.

(l) CLASSIFICATION AND REQUIREMENTS FOR THEME PARK HAIR STYLIST

- (1) Thirty (30) days employment with signatory companies, apply for and qualify by providing all documentation.
- (2) Must hold a valid State Board of Cosmetology license.

(m) CLASSIFICATION AND REQUIREMENTS FOR NETWORK TELEVISION BODY MAKE-UP ARTIST

(1) Thirty (30) days employment with signatory companies, apply for and qualify by providing all documentation.

(n) CLASSIFICATION AND REQUIREMENTS FOR WIG MAKER

(1) Thirty (30) days employment under our Motion Picture contract, Videotape Supplemental Agreement, Low Budget Theatrical Agreement, Music Video Agreement and/or New Media Sideletter (as per Clause 68, AMPTP/I.A.T.S.E. Basic Agreement contract)

Section 3. CHANGE OF CLASSIFICATION

(1) To apply only to changing from one craft to another (e.g. Body Make-Up and/or Hairstylist to Make-Up Artist or vice versa.) Any member who wants to change classification within the jurisdiction of Local 706 may do so in the following manner:

(a) After submitting a letter to the Executive Board requesting change of Classification and approval of the Executive Board and concurrence of the body, the following will apply:

(b) The member will not be eligible to work in the classification they are changing from for a period of one (1) year.

(c) They must pay the balance of initiation fees and dues required for the new classification (in no event will the initiation fees be refunded).

(2) Changing of the classification of a member does not alter our obligation under our contracts. The requirements of the Experience Roster must be met before member is eligible to take qualifying examinations in all crafts for the roster. The 30-day period also will apply in "Tape" TV. Industry to take qualifying day qualifying

(3) The fact that a member is on the roster for one classification does, in no way, qualify them for the new classification.

(4) Members who work one day or more in their previous classification before re-applying when their 1-year period is up shall be fined not less than \$250.00 for the first offense.

Section 4. QUALIFICATIONS FOR MEMBERSHIP

Applicants for membership shall be of good moral character and reputation.

Section 5. CRAFT QUALIFICATIONS

(a) Applicants to Body Make-Up Craft must be female.

(b) Applicants to the Hair Stylist Craft must be licensed applicants by a State Board of Cosmetology.

Section 6. APPLICATIONS

- (a) No person shall be issued an official application form for General Membership unless said person is qualified as provided in Article 2, Section 2 of this Constitution.
- (b) The Official Application form for General Membership, after being prepared by the applicant in accordance with the rules herein provided, shall be presented to the business office for consideration and action.
- (c) Every completed application for membership must be prepared in duplicate upon the official printed form of the I.A.T.S.E. as supplied by Local 706.
- (d) The endorsement of the General Secretary-Treasurer of the International Alliance must be obtained before any action is taken by Local 706 pertaining to examining or admitting an applicant to membership of this Local, and if his/her endorsement is refused, the applicant shall be rejected.
- (e) The appropriate initiation fee as provided for in this Constitution plus processing fee must accompany each completed application for membership.
- (f) False Statements by Applicant: An applicant who has been admitted to Membership and subsequently found guilty of making a false statement on the application form shall, upon conviction, be expelled and shall thereafter be denied admission to the Alliance. Any initiation fee paid by such applicant shall be forfeited upon his or her expulsion.

Section 6. INITIATION AND INITIATION FEES

- (a) All persons qualifying for membership in Local 706 shall be initiated.
- (b) Initiation fees shall not be increased except by a majority vote by secret ballot of the members in good standing at a General or Special Membership Meeting, after reasonable notice of the intention to vote upon such questions or by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.
- (c) The initiation fee shall not be in excess of four times the highest regular weekly scale in the respective classification.
- (d) Initiation fee for Make-Up Artist under the Basic Agreement in the Motion Picture Industry shall be Eight thousand dollars (\$8,000.00).
- (e) Initiation fee for Hairstylist under the Basic Agreement in the Motion Picture Industry shall be Seven thousand five hundred dollars (\$7,500.00).
- (f) When any member is elevated to a higher classification the previously paid initiation fee shall apply towards the current initiation fee of the higher classification.
- (g) Initiation fee for Network Television Broadcasting Make-Up Artist members shall be Three thousand, five hundred dollars (\$3500.00).
- (h) Initiation fee for Network Television Broadcasting Hair Stylist members shall be Three thousand, five hundred dollars (\$3,500.00).

- (i) Initiation fee for Legitimate Theater members shall be Two thousand and five hundred dollars (\$2500.00).
- (j) The initiation fee for Pink Contract members shall be Two thousand and five hundred dollars (\$2500.00).
- (kj) The initiation fee for Northern California Regional members shall be One thousand, three hundred and thirty dollars (\$1350.00).
- (l) The initiation fee for Southern California Regional members shall be Eight hundred fifty dollars (\$850.00).
- (m) The initiation fee for Commercial Make Up Artists shall be Four thousand, five hundred dollars (\$4500.00).
- (n) The initiation fee for Commercial Hair Stylists shall be Four thousand, five hundred dollars (\$4500.00).
- (o) The initiation fee for Theme Park members shall be Six hundred dollars (\$600.00).
- (p) Make-up Artist and Hair Stylist applicants to Membership shall pay 50% of the initiation fee upon application to Local 706, along with the appropriate dues and processing fees. The remaining balance of that initiation fee must be paid within six (6) months of application to Local 706. It is the responsibility of the members to know the date the balance is due.
- (q) There shall be only two classifications of roster member; "Journeyman" and "Trainee". Persons in the Trainee classification shall be transferred to the Journeyman classification in accordance with the following procedure; after completion and submission to CSATF of one hundred twenty (120) actual workdays in a twenty-four (24) month period in the Trainee classification, such person must attend an approved course of instruction formulated by the bargaining parties and offered through CSATF.

Section 7. SENIORITY

- (a) Seniority for members shall be in accordance with the existing executed contract and Constitution, By-Laws and Working Rules of Local 706.
- (b) Any member who violates the seniority clause as provided in the executed contracts in the classifications covered by Local 706, either by working in violation of this clause or by employing a person and/or persons in violation of this clause, (e.g. Clause 68, Motion Picture Producers I.A. Contract), shall be charged with said violation and shall appear before a trial board.
- (c) Upon conviction, said member shall be fined not less than two hundred fifty dollars (\$250.00) for the first offenses

CONSTITUTION
ARTICLE THREE

Section 1. OFFICERS

As per Article 19, Section 4. of the International Constitution, Officers of Local 706 shall be:

| | |
|------------------------------|----------------------------------|
| President/Delegate | Vice President |
| Secretary-Treasurer/Delegate | Business Representative/Delegate |
| Recording Secretary | Sergeant-at-Arms |
| | Vice Sergeant-at-Arms |

Members of the Executive Board and Board of Trustees are other elected positions. There shall also be an appointive position of Business Representative Emeritus, the occupant of which shall be afforded the privilege of attending meetings of the Executive Board even when her/his/their work-related assignments are not on the agenda.

Section 2. TERM OF OFFICE

- a) All officers shall be elected for a term of three years, including the Business Representative-Except as provided in this Article Three, Section 2 (b), there shall be no limitation on the right of members to seek any elected. Local Union office.
- (b) The lifetime term limit for the following offices shall be three terms in any one position: President, Vice President, Secretary-Treasurer and Business Representative.
- (c) One or more years in an office shall constitute a term. Service of less than one year in a term-limited office shall not be considered in determining the term limit applicable to that member.

Section 3. DUTIES OF OFFICERS

- (a) The duties of each officer of Local 706, I.A.T.S.E. are to accept all responsibilities affecting special problems and functions of the organization, to hold its money and property solely for the benefit of the organization and its members, and to manage, and expend the same in accordance with its Constitution and By-Laws.
- (b) All elected officers shall serve ex-officio as members of the Executive Board only for such time as their service are necessary to constitute a quorum of said Board and shall serve only at the request of the President.

Section 4. PRESIDENT

- (a) The President shall preside over all meetings.
- (b) He/she shall preserve order and enforce the Constitution, By-Laws and Working Rules.
- (c) He/she shall decide all questions of order subject to an appeal to the Body.

- (d) He/she shall not vote except by ballot, but shall exercise the deciding vote in the event of a tie, when voting is being carried on by any other method.
- (e) He/she shall comply strictly with the Constitution, Working Rules and By-Laws of Local 706 and the I.A.T.S.E.
- (f) He/she shall appoint all permanent Committees within sixty days after his/her installation and all other Committees as required.
- (g) He/she shall submit the names of all Committee appointees to the Executive Board for approval and upon obtaining the approval of the Board, he/she shall immediately notify the appointees by letter.
- (h) He/she shall have the power to call special meetings of the General Membership the Executive Board, the Board of Trustees and also of such Committees that may be required.
- (i) In the event of an officer or Board member becoming ineligible to serve for any reason, it shall be the duty of the President to declare such office vacant. The President shall then appoint a replacement for said office to be approved by the Executive Board.

Section 5. VICE PRESIDENT

- (a) The Vice-President shall assist the President in the discharge of his/her official duties and fill his/her place in the case of absence.

Section 6. SECRETARY-TREASURER

- (a) The Secretary-Treasurer shall account in such manner as at all times to reflect the current financial relationship between the Local and the International Alliance. He/she shall, in conjunction with the Business Representative, be responsible for the deposits of all monies in the name of Local 706 in a bank designated by the Local. He/she shall be authorized to pay, from meeting to meeting, such expenses as are urgent and necessary but all such expenses must be sanctioned by the Executive Board and subsequently approved by the Local. He/she shall present a quarterly financial report at the General Meeting held in April, July, October and January, and at such other times as may be required. He/she shall prepare a complete audited report for his successor in office.
- (b) Within thirty (30) days after election, he/she shall file bonds with the Board of Trustees of Local 706 in an amount of not less than ten percent (10%) of the amount of money handled by him/her and his/her predecessor in the preceding calendar year, and in an amount sufficient to protect the funds of the Local.
- (c) He/she shall, in conjunction with the Business Representative, be responsible for all monies and other properties belonging to Local 706. He/she shall be responsible for maintaining complete and correct records of the finances of the Local and the state of the account of each member. His/her books shall be in good order at all times. He/she, in conjunction with the Business Representative, shall be responsible for the collections of all fees, dues, fines, assessments and other monies received, plus all monies deposited in the bank for the Local. He/she shall notify members of any

indebtedness and at the quarterly meetings he/she shall furnish the Executive Board with a list of both the delinquent members and the members in good standing.

- (d) He/she shall preserve for a minimum of one (1) year all ballots and all records pertaining to elections. He/she shall preserve all other records of the Local for a period of not less than five years.
- (e) He/she shall serve as chair-person of the Board of Trustees.

Section 7. RECORDING SECRETARY

- (a) The Recording Secretary shall make a hand written record of the minutes of all meetings and turn over to the Business office to be typed.
- (b) At the following meeting, the Recording Secretary shall have a copy of his/her handwritten minutes to compare with the type written minutes read for approval of the membership. When verified, the Recording Secretary shall initial both the hand written and typed minutes. Both shall be kept on file in the local office.

Section 8. EXECUTIVE BOARD

- (a) The Executive Board shall consist of one elected "Industry Experience Roster" member for each 100 members in good standing in the Industry Experience Roster classification of membership as of December 31st of the year before the year in which the triennial Local 706 election is to occur, up to a cap of twenty-one (21) members. There shall also be one elected "non-Roster" member for each 100 members in good standing in all other classifications of membership as of December 31st of the year before the year in which the triennial Local 706 election is to occur, up to a cap of four (4) members. The number of Industry Experience Roster Executive Board seats allocated to make-up artists and the number of Industry Experience Roster Executive Board seats allocated to hair stylists shall be determined by the Executive Board at the February meeting of the Local 706 Executive Board in the triennial election year based upon the relative share (percentage) of members in that classification in the Industry Experience Roster classification of membership as of December 31st of the year before the year in which the triennial Local 706 election is to occur. The Executive Board's allocation shall be binding and conclusive.
- (b) An Executive Board member unable to be in attendance at a specified board meeting must notify the business office by 5:00 PM of said night. Failure to do so shall be construed as an unexcused absence.

All the elected officers shall serve ex-officio in accordance with Article Three, Section 3 (b).

- (c) An Executive Board member unable to be in attendance at a specified board meeting must notify the business office by 5:00 PM of said night. Failure to do so shall be construed as an unexcused absence. (Per Article 4, Section 5 (e))
- (d) The Executive Board shall consist of the elected members as Per Article Three, Section 1.(b). All the elected officers shall serve ex-officio in accordance with Article Three (b)
- (e) The Executive Board shall select a member to serve as presiding officer in the absence of both the President and Vice-President.
- (f) The presiding officer shall not vote except by ballot, but shall exercise the deciding vote in the event of a tie, when voting is being carried on by any other method.
- (g) Minutes shall be recorded at every Executive Board Meeting and read or posted at the next General Meeting of the Local.
- (h) The Executive Board shall investigate complaints of members and render a decision whenever possible.
- (i) The Executive Board shall have the power to act at any time.
- (j) It shall decide all matters referred, and any disputed matters between members of the Local.
- (k) It shall have the power to pass such rulings as may be necessary for the proper functioning and general welfare of Local 706.
- (l) Its rulings will be presented to the General body for concurrence at the following regular General Membership Meeting.
- (m) Said Executive Board rulings may be reversed by a minimum opposition vote of two-thirds (2/3) majority of the members voting at a regular General Membership Meeting. This reversal shall be prospective only.
- (n) Its decisions, unless reversed as herein provided shall be binding and enforceable unless contrary to the Constitution and By-Laws of Local 706 and/or the International Constitution.
- (o) The Executive Board shall have the power to institute such emergency rules as may be deemed advisable. Such emergency rules shall be and remain in effect unless reversed by a 2/3 majority vote of the members at a regular or special General Membership Meeting. If there is no quorum at the Quarterly General Membership meeting, the actions of the previous Executive Boards shall then become final and binding, except for Constitutional Amendments.
- (p) The Executive Board shall not consider for approval, payment of any bills unless such expenditures are so recommended by the Board of Trustees.
- (q) The Executive Board shall be presented promptly with copies of the Auditor's current annual report for thorough study. This report shall be approved only upon recommendation of the Board of Trustees.
- (r) The Executive Board shall be charged with the responsibility of insuring that all officers, committees, and paid employees of Local 706 perform their duties in a manner as prescribed by the Constitution, By-Laws and Working Rules of Local 706 and the International Alliance.

- (s) If at any time the liabilities of this Local shall exceed the receipts thereof, or there is obvious evidence that the liabilities will exceed the receipts in the foreseeable future, it shall be mandatory for the Executive Board to recommend to the membership that dues be raised or an assessment be imposed in a sufficient amount to cover the deficiencies created by the liability forecast.
 - (t) Each member of the Executive Board shall keep strictly confidential all matters concerning complaints, charges and/or all deliberations brought before them. Violation of this rule of confidentiality by a Board member can result in charges brought under Article 2. Section 1 (e), 1 and 2 of the Constitution, By-Laws and Working Rules.
 - (u) A meeting of the Executive Board may be conducted, in whole or part, by telephone, electronic video screen or any other form of electronic transmission if reasonable efforts have been undertaken to provide members a reasonable opportunity to participate in the meeting and vote, including a substantially concurrent opportunity to speak or submit in writing his/her comments and to read or hear the proceedings of the meeting. When a meeting is held by telephone, electronic video screen or other form of electronic transmission, if any member votes, a record of that member's vote shall be maintained by the Local Union along with, and as part of , the minutes.
1. At the discretion of the presiding officer and provided that not less than ten days advance written notice of the specifically allowed means of participation other than in person has been provided to all members, A a meeting of the Executive Board may be conducted, in whole or part, by telephone, electronic video screen or any other form of electronic transmission if reasonable efforts have been undertaken to provide members a reasonable opportunity to participate in the meeting and vote, including a substantially concurrent opportunity to speak or submit in writing his/her comments and to read or hear the proceedings of the meeting. When a meeting is held by telephone, electronic video screen or other form of electronic transmission, if any member votes, a record of that member's vote shall be maintained by the Local Union along with, and as part of , the minutes. As with all meetings, participants who participate by telephone, electronic video screen or other form of electronic transmission shall be subject to requirements for decorum and observation of the rules of order. In addition, when participation other than in person is allowed and such participation is via electronic video screen, the participant must be "live on-camera" for the duration of the meeting. The rules for being credited with presence at a meeting in Article 4, Section 5(a) shall be applicable to all participants, including those participating other than in person. The rules of decorum and order in Article 4, Section 5(h) shall also be applicable to all participants.
 2. A call for a special meeting of the Executive Board may include request that the meeting include means of participation other than in person, but no such request shall be binding on the presiding officer nor shall any such meeting be held other than in person unless not less than ten days advance written notice of the specifically allowed means of participation other than participation has been provided to all members. The requirement of ten days advance written notice for a special meeting of the Executive Board shall not be required when an emergency as defined in the California Nonprofit Mutual Benefit Corporation Law is operative and the presiding officer, in consultation with the Business Representative and Secretary-Treasurer, determines that otherwise legally compliance lesser notice is required by the emergency
 3. The re-noticing of a previously duly noticed meeting less than ten days before the re-noticed meeting shall not affect the adequacy of notice required this section.

Section 9. BOARD OF TRUSTEES

- (a) The Board of Trustees shall consist of ten (10) elected members in good standing. Five (5) Make-up Artists and five (5) Hair Stylists plus the Secretary Treasurer, who shall serve as Chairperson of the Board of Trustees. The Board of Trustee member who receives the highest number of votes will be appointed as Assistant Chairperson of the Board of Trustees.

- (b) A quorum for all Board of Trustees meetings shall consist of five (5) members, not including the Secretary Treasurer.
- (c) They shall insure that the Secretary-Treasurer, Business Representative and any other member or employees handling the funds or properties of Local 706 be bonded in a reliable company and in an amount sufficient to protect the funds of the Local. Local 706 shall pay the premium of said bonds.
- (d) It shall be their duty to see that all properties belonging to Local 706 are covered by adequate liability, fire and theft insurance.
- (e) They shall sit in session with the Executive Board at meetings for the reading of the Auditor's report.
- (f) They shall prepare a budget covering the ensuing year and present same to the Executive Board at the regular Executive Board Meeting the last month of the current calendar year.
- (g) At their monthly meeting they shall examine all bills incurred by Local 706 and make recommendations to the Executive Board as to the payment thereof.
- (h) When, in the opinion of the Board, deposits in the general checking account exceed normal operating expenses, they shall recommend to the Executive Board that to stipulated amount be invested. They further shall recommend how the surplus should be invested.
- (i) Whenever the Board determines the income of Local 706 be insufficient to meet the expenditures, they shall so notify the Executive Board with recommendations on how to correct the situation.
- (j) For purposes of compliance with applicable law regarding attendance and publication, the Board of Trustees shall be treated as if it were a Board Committee of the Executive Board as defined in the California Nonprofit Mutual Benefit Corporation Law, Corporations Code 7110 (or any successor thereto), although it is not, and shall not be treated as, such a Committee for any other purpose.
 - 1. At the discretion of the presiding officer and provided that not less than ten days advance written notice of the specifically allowed means of participation other than in person has been provided to all members, a meeting of the Board of Trustees may be conducted, in whole or part, by telephone, electronic video screen or any other form of electronic transmission if reasonable efforts have been undertaken to provide members a reasonable opportunity to participate in the meeting and vote, including a substantially concurrent opportunity to speak or submit in writing his/her comments and to read or hear the proceedings of the meeting. When a meeting is held by telephone, electronic video screen or other form of electronic transmission, if any member votes, a record of that member's vote shall be maintained by the Local Union along with, and as part of, the minutes. As with all meetings, participants who participate by telephone, electronic video screen or other form of electronic transmission shall be subject to requirements for decorum and observation of the rules of order. In addition, when participation other than in person is allowed and such participation is via electronic video screen, the participant must be "live on-camera" for the duration of the meeting. The rules for being credited with presence at a meeting in Article 4, Section 5(a) shall be applicable to all participants, including those participating other than in person. The rules of decorum and order in Article 4, Section 5(h) shall also be applicable to all participants.
 - 2. A call for a special meeting of the Board of Trustees may include a request that the meeting include means of participation other than in person, but no such request shall be binding on the presiding officer nor shall any such meeting be held other than in person unless not less

- than ten days advance written notice of the specifically allowed means of participation other than participation has been provided to all members. The requirement of ten days advance written notice for a special meeting of the Board of Trustees shall not be required when an emergency as defined in the California Nonprofit Mutual Benefit Corporation Law is operative and the presiding officer, in consultation with the President and Business Representative, determines that otherwise legally compliance lesser notice is required by the emergency.
3. The re-noticing of a previously duly noticed meeting less than ten days before the re-noticed meeting shall not affect the adequacy of notice required this section.

Section 10. SERGEANT AT ARMS

- (a) The Sergeant at Arms shall be present at all General and Special Meetings. He/she shall attend the door, and allow no person to enter who does not sign the roster and present a paid up Local 706 Union Card.
- (b) He/she, under the direction of the presiding officer, shall preserve order and enforce compliance with the Rules and Regulations as set forth in both the Local and the International Constitution.
- (c) He/she shall appoint before each meeting such temporary deputy members as he/she feels necessary to assist him/her in the carrying out of his/her duties.
- (d) He/she shall notify the Recording Secretary before the meeting adjournment of all persons leaving before 10:00 PM.
- (e) He/she shall notify the presiding officer of all visiting I.A.T.S.E. members and/or others awaiting admittance to the meeting.

Section 11. VICE-SERGEANT-AT-ARMS

- (a) The Vice Sergeant-at-Arms shall act as a co-Sergeant-at-Arms whenever there is a hybrid General Membership Meeting and shall perform Sergeant-at-Arms duties either at the in-person or online segment of such hybrid General Membership Meeting, as the Sergeant-at-Arms may designate.
- (b) At all other times, the Vice Sergeant-at-Arms shall assist the Sergeant-at-Arms in the discharge of his/her/their duties. The Vice Sergeant-at-Arms shall fill the place of the Sergeant-at-Arms in the case of absence.
- (c) Nothing in this Section 12 shall deprive the Sergeant-at-Arms of the right to appoint temporary deputy members under Article Three, Section 10(c).

Section 12. BUSINESS REPRESENTATIVE

- (a) The Business Representative shall be a paid employee, a member in good standing, elected by the General Body.
- (b) He/she/they shall be governed by and have the power to enforce all rules and regulations as set forth in the Constitution, By-Laws and Working Rules of Local 706 and the International Constitution.
- (c) He/she shall attend all meetings and conventions by virtue of his/her office as directed by the Executive Board and General Body of Local 706.

- (d) He/she/they, in conjunction with the Secretary-Treasurer, shall be responsible for the collection and recording of all receipts for all fees, dues, fines and assessments and any other money received belonging to Local 706 and shall deposit same in a bank named by the Local.
- (e) He/she/they, in conjunction with the Secretary-Treasurer, shall receive all monies paid into the Local and enter all receipts and disbursements in the official books of the Local. He/she shall be responsible for keeping at all times a correct record of the Local and the account of each member.
- (f) He/she/they shall provide a certified copy of the auditor's current financial report for each attending Board member at the following Executive Board Meeting.
- (g) He/she/they shall be authorized to pay, from meeting to meeting, all such expenses that are urgent and/or necessary, but all such expenses must be sanctioned by the Board of Trustees, passed by the Executive Board, and subsequently approved by the General Body of Local 706.
- (h) It shall be his/her/their duty as Business Representative to look after the interests of all members of the local and others within its jurisdiction, to visit, when necessary, all places where members are working or employed and see that the Constitution, By-Laws, Working Rules and Producers' Agreements are strictly enforced.
- (i) He/she/they shall keep a complete record of all officers who fail to attend meetings wherein their attendance is required, their reasons for non-attendance and shall notify the Executive Board when an officer has failed to attend three meetings in succession without just cause.
- (j) Unless required as a witness or informant, he/she/they shall retain in strict confidence all matters concerning official complaints, charges and trials brought before him/her and the Executive Board.
- (k) At the regular Executive Board Meeting, he/she/they shall present a Business Representative's Progress Report covering the Local's business and administration in writing, which report shall become part of the minutes. Also, he/she/they shall present an annual written report to the General Body at the close of the fiscal year.
- (l) Within thirty (30) days after the election, he/she/they shall be bonded in the amount of not less than 10% of the amount of money handled by him/her/them and his/her/their predecessor in the preceding calendar year and in any event, in an amount sufficient to protect the funds of the Local.
- (m) He/she/they shall make a complete and accurate report to his/he/r successor in office.
- (n) The Business Representative shall see that work calls will only be given to members or their designee. NO ELECTRONIC RECORDING DEVICES.

Section 13. BUSINESS REPRESENTATIVE EMERITUS

The Business Representative Emeritus may be hired periodically, as needed, on an hourly basis for the first two years at the discretion of the Business Representative. He/she/they shall be paid at the Key Make Up Artist rate, Occupation Code # 5721, Schedule A for no more than 80 hours per month. After the second year, he/she/they shall serve as an advisor only and receive no salary.

Section 14. COMMITTEES

- (a) The Local shall maintain two standing committees: the Welfare Committee and Negotiating Committee. All other committees shall be considered to be temporary in nature.
- (b) The Working Rules of all committees shall be consistent with and subordinate to the Constitution, By-Laws and Working Rules

CONSTITUTION
ARTICLE FOUR

Section 1. MEETINGS

- (a) There shall be one General Membership Meeting each quarter, held on the third Sunday of the second month of each quarter, or such other date as the Executive Board may determine. A mailing notifying all members of any alternate meeting date shall be made promptly after the Executive Board has approved such alternate date.
- (b) All meetings shall be open only to members in good standing.
- (c) Every member of Local 706 I.A.T.S.E. shall have the right to meet and assemble freely with all other members, to express any view, argument or opinion. This right shall include their views of candidates in an election and/or upon any business properly and before the meeting, subject to this organization's established and reasonable rules pertaining to the conduct of meetings.
- (d) The regular Executive Board Meeting shall be held on the dates determined by the Executive Board. After such dates have been determined, a mailing will be made to all members notifying them of the Executive Board meeting dates.
- (e) Notification of all meetings shall be sent to all members, in writing, no more than ten (10) days prior to the day of the meeting.

Section 2. RULES OF ORDER FOR MEETINGS

- (a) The President may elect to appoint a Parliamentarian to serve at his/her pleasure during the President's tenure in office. The Parliamentarian cannot be an officer of the Local.
- (b) The first order of business, at the Quarterly General Membership meeting, following the roll call of officers shall be the approval of the minutes of the previous Executive Board meetings. Said minutes shall be mailed to the membership no more than ten (10) days prior to the quarterly General Membership meeting.

Section 3. SPECIAL MEETINGS

Ordinarily, Special Meetings shall be called by the Executive Board or the President. For a member desiring a Special Meeting of the Local, it shall be necessary to file a written petition signed by twenty-five (25) or more members in good standing. Said petition must state the reason for calling such a meeting. It shall be mandatory for the President, upon receipt of said petition, to hold a Special Meeting within ten (10) days. Only business as defined in the petition shall be discussed at such a Special Meeting.

Section 4. QUORUM

- (a) Attendance of five (5) percent of the members residing in Los Angeles County in good standing shall constitute a quorum and no meeting shall begin without a quorum.
- (b) Attendance of at least seven (7) members of the Executive Board shall constitute a quorum. No meeting shall begin without a quorum.

Section 5. MEETING ATTENDANCE

- (a) Members in attendance at General or Special General meetings shall remain until adjournment before credit for attendance shall be given.
- (b) Non-Attendance – Members who do not attend the Quarterly general Membership Meeting will be assessed fifteen dollars (\$15.00). The assessment will be payable with the dues for the succeeding quarter. Exceptions will be granted for:
 - 1. Members who are working at the time.
 - 2. Members on location.
 - 3. Members who reside outside of Los Angeles County
 - 4. Illness
 - 5. Or, other reasons demanding absence.
- (c) To qualify for an excused non-attendance, a letter of explanation must be sent to the Executive Board prior to the end of said quarter.
- (d) For Special Meetings, the Executive Board shall have the power to levy a fine of not less than ten dollars (\$10.00) for non-attendance providing that the Board decides that the meeting is of sufficient importance and also notifies each member that assessment will be invoked.
- (e) Any Executive Board Member, or other Officer whose presence is required at Executive Board Meetings and who absents themselves for three (3) such consecutive meetings for reasons other than excused absences after being duly notified of said meetings, shall be required by the Executive Board to send a letter of resignation to them within ten (10) days following said request.
- (f) The Executive Board shall take action on this letter at its next regular meeting or if the letter has not been received, the President shall declare the office vacant and shall appoint a member in good standing, to serve the unexpired term of said office with the approval of the Executive Board.
- (g) At the discretion of the presiding officer and provided that not less than ten days advance written notice of the means of participation other than in person has been provided to a members, a meeting of the members may be conducted in part by electronic video screen communication or other substantially identical means of remote communication (which means must also be authorized under Section 7510 of the California Corporations Code or its successor) if reasonable measures have been taken: (1) to provide members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, (2) if any member votes or takes other action at the meeting by means electronic video screen communication or other authorized method (other than in person) to maintain a record of that vote or action in its books and records, and (3) to verify that each person participating remotely is a member; provided that a meeting may be conducted in part by electronic video screen communication or other substantially identical means of remote communication (which means must also be authorized under Section

7510 of the California Corporations Code or its successor), without regard to the authorization of the presiding officer, upon a petition of 75 members or 3% of the membership in good standing, whichever is greater. The Local Union will not conduct a meeting of members solely by electronic video screen communication or other means of remote communication unless: authorized by the International President, and the Local Union Executive Board determines it is necessary or appropriate because of an emergency as defined in the California Nonprofit Mutual Benefit Corporation Law

- (h) As with all meetings, participants who participate other than in person shall be subject to the same requirements for decorum and observation of the rules of order as persons who attend in person.

1. In addition, when participation other than in person is allowed and such participation is via electronic video screen, the participant must be “live on-camera” for the duration of the meeting. The rules for being credited with presence at a meeting in Article 4, Section 5 shall be applicable to all participants, including those participating other than in person.

2. Participants must attend in the same manner as in person. Therefore, no non-members may be present in the room or other vicinity; members may not speak unless called upon; and participants must stay muted until called upon. Nothing in this Section shall preclude the presence of assistants to the presiding officer or invited guests of the presiding officer. Proper security measures to protect any and all Union papers and property of the Local Union and IATSE shall be maintained at all times. Unless other arrangements have been made with the presiding officer prior to the meeting, absolutely no photography or recording shall be allowed.

3. All virtual meetings will have a scheduled start time and there will be a short grace period established in the written agenda for the meeting, after which no one (other than invited guests) may enter unless alternative arrangements have been made reasonably in advance (presumptively, at least 24 hours) with the presiding officer and agreed to by the principal officers (President, Business Representative and Secretary-Treasurer) or such of them as are appropriate under the circumstances. Grace period will be equal to in person grace period as per presiding officer. The virtual doors will be opened in a reasonable time before the meeting established in the written agenda to allow participants to connect and to navigate any technical issues. Each member is responsible for their internet, video and audio connection.

4. Procedures for removal of non-compliant or non-cooperative persons pursuant the applicable rules of order shall be equally applicable to persons attending in person and other than in person. Anyone removed from a meeting for failure to maintain the rules of decorum and applicable rules of order shall not be counted as having been present for the meeting.

5. during any meeting, including any meeting that is conducted in whole or in part other than in-person, side discussions are prohibited. In enforcing this rule, the presiding officer shall disable any electronic platform function that allows for discussion other than the discussion the floor, including any sending of messages via side discussion tools, such as “chat” functions that are unrelated to maintenance of order by the presiding officer and/or alerting those charged with system operations of a technical or operational impediment to participation.

(i) Voting by secret ballot is only to take place at an in-person meeting, by mail or using a secret balloting remote balloting system that is separate and apart from the remote meeting platform and that has safeguards of security reasonably comparable to an in-person secret ballot. Notwithstanding the foregoing or anything else in this Constitution until and unless the International Union has certified or otherwise approved, a remote electronic voting system for the purpose of voting on matters regarding dues, assessments or any other financial matter that will bring about an increase in a members’ financial obligations, no such matters may be voted upon except in-person or by mail. Once such certification or approval has been given the

Executive Board may authorize the use of an approved/Certified remote electronic voting system for the purpose of voting on matters regarding dues, assessments or any other financial matter that will bring about an increase in a member's financial obligations. Any such authorization by the Executive Board shall be communicated to the membership in writing not less than thirty (30) days before it is first used, and a pre-first-use training session which may be pre-recorded shall be conducted.

- (j) Nothing in this Article 4 shall affect the balloting for Local Union officers, which shall remain governed by the mail balloting rules in Article 5.

Section 6. CRAFT MEETINGS

- (a) Each Craft of Local 706 shall hold a separate craft meeting once a year. Elections for presiding Craft officer(s) will be held at the Craft meeting as per Constitution Article 4 section 6. Each of these craft meetings shall be held during the first quarter of each year. These are the only craft meetings that shall be considered formal meetings for purposes of this Constitution and Bylaws. The crafts may also hold informal craft educational events and other similar events to the extent consistent with their budget for that calendar year.
- (b) Each Craft shall have an election of Officers as follows:
 - Craft President
 - Craft Secretary
- (c) The respective Craft President and Secretary shall be elected the first meeting of each odd number year to serve for a period of two years.
- (d) The Craft Secretaries shall prepare a complete report of the minutes of their Craft meetings and shall present said minutes in good order to the Executive Board for their appropriate action at its next regular meeting, or if need be, Special Meeting.
- (e) Any motion passed in a craft meeting shall be considered only as a recommendation to the Executive Board and General Body.
- (f) The Business Representative and the President, by virtue of their office, may attend any and all craft meetings. A Craft may invite a maximum of three (3) members of the other craft to attend their meetings.
- (g) For purposes of compliance with applicable law regarding attendance and publication, Craft Meetings shall be treated as if they were Board Committees of the Executive Board as defined in the California Nonprofit Mutual Benefit Corporation Law, Corporations Code 7110 (or any successor thereto), although Craft Meetings shall not be treated as if they were meetings of such a Committee for any other purpose. The provisions of Article 4, Sections 5(g) and 5(h) shall be applicable to all Craft Meetings.

CONSTITUTION
ARTICLE FIVE

ARTICLE FIVE

Section 1. NOMINATIONS

- (a) Any member in good standing for the previous two years shall be eligible for nomination for any elected or appointed office.
 - 1. Officers of affiliated local unions, such as Local 706, must be members of such local unions, but to be eligible for elective or appointive office in this Local Union a person shall be actively

engaged in the industry within Local 706's jurisdiction and have worked for at least one hundred and twenty (120) days in the past thirty-six (36) months, and have been a member of Local 706 in continuous good standing for two (2) years, except that this provision shall not apply where such requirement has been waived in writing by the International President in special cases where the circumstances in his judgment warrant it. Time served as an officer of a local union shall be applicable toward the "one hundred and twenty (120) days in the past thirty- six (36) months" requirement. The continuous good standing for two (2) years is not broken unless the member has been suspended or expelled under the Local's Constitution and Bylaws.

- (b) Nomination for elective officers shall be declared "in order" by the President on the first (1st) Monday in July of every third (3rd) year.
- (c) A printed nomination form and notice of election shall be mailed to each member in good standing. The nomination form shall provide a space for the nominee to list the name by which the nominee wishes to be identified on the ballot. Nominees must include their legal name, but may also include, as part of their name, any previous legal name by which they are commonly known, or any nickname. Additional forms shall be available at the Local Office. To be eligible to make a nomination, a member must be in good standing at the time of the nomination. All eligible members shall have equal rights to nominate candidates.
- (d) No member may nominate himself or herself. A member may not nominate more candidates for office than may be elected to that office. In order for a nomination to be valid, the nomination form must include the signature (s) of the nominee (s) on the nomination form(s). A nominee shall also complete the nomination form to indicate the name by which the nominee wishes to be listed on the ballot and initial that entry on the nomination form to indicate approval of use of that name on the ballot. Nominees must include their legal name, but may also include, as part of their name, any previous legal name by which they are commonly known, or any nickname. The nominator shall also sign the form in the space provided therein. If the nomination form is not completed as provided herein, the nomination for the office(s) as to which the form is incomplete shall be invalid.
- (e) Executive Board may, by not later than 70 days before the opening of nominations, authorize and approve a protocol for electronic signatures and submission of nomination forms; provided that the protocol is communicated to all members via both email and posting on the Local Union website not less than 56 days before the opening of nominations.
- (f) All completed nomination forms must be received by the Secretary -Treasurer no later than August 10th. Completed nomination forms may be accompanied by documentary evidence establishing that the nominee is eligible to run for elective office.
- (g) The Secretary-Treasurer shall announce the names of all candidates nominated by mail at the Third Quarterly General Membership Meeting in August. The Chair shall then declare nominations from the floor "in order".
- (h) Any member nominated from the floor must be in attendance. He/she/they shall then file a properly signed nomination form with the Secretary -Treasurer prior to the adjournment of the meeting.
- (i) A member nominated for elective office shall have seven (7) calendar days from the date of the Third Quarter Quarterly General Membership Meeting, or the close of nominations, whichever is later, to submit to the Secretary-Treasurer documentary evidence establishing that the member is eligible to run for elective office. The Secretary-Treasurer

will submit to the Election Committee all documentary evidence and forms,. (See Article, Five Section 3 (b)).

- (j) No member shall be permitted to seek election to more than one (1) office.
- (k) If there is no quorum at the Third Quarterly General Membership Meeting and there are, at the time of that meeting, no or insufficient nominees for any office (s), the Executive Board may extend the nomination period and candidate qualification period by a reasonable period of time, not to exceed twenty-one (21) days, to allow for additional nominations for such office (s).
- (l) If there is no quorum at the Third Quarter Quarterly General Membership Meeting, but there are sufficient nominees for elective office, the Chair shall declare nominations closed. Except when extended when there is no quorum at such meeting, and insufficient nominees for any office, the Chair will declare nominations closed as of the close of the actual or scheduled Third Quarter Quarterly General Membership Meeting, as applicable.
- (m) A candidate may have his/her/their name removed from the ballot by, no later than the 28th day after the actual or scheduled Third Quarter Quarterly General Membership Meeting, requesting removal of his/her/their name in writing to the Secretary - Treasurer.

Section 2. ELECTIONS

- (a) Until and unless the Local Union opts to conduct its elections by electronic voting as set forth in this Article Five, Section 2, Local 706 elections shall be conducted by secret ballot with ballots being sent by mail
- (a) The Executive Board shall be charged with the responsibility of investigating the possibility of conducting the Local 706 elections via secret ballot electronic voting. When the Executive Board has determined that a secret ballot electronic voting system is compliant with any legal or International Union requirements and affords sufficient security and opportunity for members and candidates to observe all relevant portions of the balloting process and that it is economically prudent to engage a contractor to conduct such an electronic voting process on the Local Union's behalf, the Executive Board shall present to the membership for possible adoption the option of electronic voting and any attendant constitutional or bylaws amendments necessary to implement such a system; provided that no such change from a mail ballot election to an electronic voting system shall be adopted by the membership or presented for adoption later than 12 months before January 1st of the year of the regular triennial Local Union election; and provided further that any such electronic voting system must provide for an option for a member to opt out of the electronic voting and, instead, to cast her/his/their ballot by mail.
- (c) All members in good standing as of the date the ballots are mailed shall have a ballot mailed to his/her/~~their~~ last known address no later than the fourth (4th) Monday in September.
- (d) Any revised or corrected ballot shall be printed on a color paper different from the color paper used for the original ballot, and the instructions for any such revised or corrected ballot shall be printed on the same color paper as the revised or corrected ballot.
- (e) A member shall be eligible to vote only if he/she/~~they~~ is/~~are~~ in good standing as of the date the original ballots are mailed.
- (f) All officers shall be elected for a term of three years, including the Business Representative.
- (g) Each candidate has the right, once within thirty (30) days prior to the mailing of ballots, to inspect a list containing the last known names and addresses of all members of Local

706 who are eligible to participate in such election. The right of inspection does not include the right to copy the list, but does include the right to compare it with a personal list of members. If Local 706 permits any candidate to copy or in any way use its membership list, all candidates must be provided the same opportunity. Local 706 shall not in any way discriminate in favor of or against any candidate with respect to the use of any membership list.

- (h) Local 706 must comply with “all reasonable requests” of any candidate or member to distribute campaign literature at his/her/their own expense. There must be no discrimination among candidates or members as to the use of the membership list or as to the distribution of literature.
- (i) A candidate or member must bring campaign literature ready for mailing to the Business Office. The production of campaign literature for distribution by Local 706, and associated expenses, is the sole responsibility of the candidate or member. The candidate or member will be supplied with membership labels, which he/she/they will apply at the Business Office. The Office personnel will then mail the campaign literature.
- (j) In the case of campaign literature to be distributed by electronic mail, the candidate or member shall be responsible for all costs and must submit materials in a format determined to be reasonable by Local 706.
- (k) Local 706 funds may not be used for the production ~~o~~for distribution of any campaign materials or mailings.
- (l) Adequate safeguards shall be provided to insure a fair election.
- (m) All ballots must be received by the certified accounting firm or other authorized third-party vendor by no later than 5:00 PM on November 4th or the following business day, if said date should fall on a Saturday or Sunday.
- (n) Any ballots received by the certified accounting firm or other authorized third-party vendor after ~~5pm~~5:00 PM on November 4th or the following business day, if said date falls on a Saturday or Sunday, shall be considered ineligible.
- (o) The certified accounting firm or other authorized third-party vendor shall deliver the results of the election prior to the Fourth Quarterly General Membership Meeting in November~~-.~~ . All official ballots must be preserved for a minimum of one year.
- (p) The results of the election shall be announced at the Fourth Quarterly General Membership Meeting in November. Upon completion of the final tally, the Election Committee shall cause the publication via email of the tally of ballots to all members in good standing who have an email address on file with Local 706.
- (q) The newly elected officers shall be installed at the Executive Board Meeting in January.

Section 3. ELECTION COMMITTEE

(a) The Election Committee shall consist of five (5) members and two (2) alternates who are members in good standing and eligible for appointive office under the International and this Local Union Constitutions, appointed by the President and approved by the Executive Board in accordance with Article Three, Sections 4 (f) and (g) of this Local Union Constitution. Any member in good standing wishing to be considered for appointment to the Election Committee shall apply in writing by no later than February 1st of the triennial Local 706 election year. The President shall appoint the members and alternates in the same manner as the other Committee members are appointed, except that the first alternate and second alternate must be clearly designated as such at the time of the appointment.

- (b) Alternates may attend all Election Committee meetings but shall only have a voice and a vote if serving in place of an absent Election Committee member. For purposes of serving in place of an absent Election Committee member, the first alternate shall fill in for the first member of the Election Committee not in attendance and the second alternate shall fill in only if there is a second member of the Election Committee not in attendance or if the first alternate is not available to fill in for the absent Election Committee member.
- (c) In addition to the members and alternates, the President may appoint such additional assistants to the Election Committee as the President deems necessary. Such assistants shall not have any greater right to attend or participate in the meetings of the Election Committee than any other member. Assistants to the Election Committee may perform any non-discretionary administrative functions that the Election Committee may assign to them, including observation of various phases of the balloting process.
- (d) The Election Committee shall determine whether each nominee for Local Union office meets the eligibility criteria to run for that office. Any member seeking to accept a nomination shall have the burden of demonstrating to the Election Committee her/his/their eligibility. To run for office, a nominee must be eligible to run for elective office as of the date of the Third Quarter Quarterly General Membership Meeting in August, or any duly extended date, which is the close of the nomination period.
- (e) The Election Committee shall hear and decide the complaint of any member challenging the conduct of the nomination process. For purposes of challenges to the nomination process, the Election Committee shall be considered a trial committee under Articles 16 and 17 of the International Constitution or any successor provisions thereto.
- (f) The Election Committee shall supervise the balloting process. In the discharge of this supervisory function, alternates may fill in for Election Committee members (in the same order provided for in the event of the absence of an Election Committee member at a meeting) when Election Committee members are not present.
- (g) The Election Committee shall hear and decide in the first instance the complaint of any member challenging the conduct of the balloting process. For purposes of challenges to the balloting process, the Election Committee shall be considered a trial committee under Articles 16 and 17 of the International Constitution or any successor provisions thereto.
- (h) In the event of a challenge to the propriety of a member of the Election Committee or an alternate sitting as a trial committee member, the challenge procedure of Article 16, Section 15 of the International Constitution or any successor provisions thereto shall be applicable.
- (i) Except as otherwise expressly provided herein, all election-related complaints shall be heard in the first instance by the Executive Board or such of its members as are not affected thereby, and it shall have authority to remedy any such violation to the fullest extent allowable, including modification of any dates or deadlines herein.
- (j) All election-related complaints or challenges shall be submitted to the Secretary-Treasurer in duplicate and in writing and shall conform, to the extent practicable, to the formal requirements for charges against members in Article 16 of the International Constitution or any successor provision thereto. All appeals from a decision on an election-related complaint or challenge shall be appealed in accordance with Article 17 of the International Constitution or any successor provisions thereto.
- (k) All election-related complaints or challenges are subject to the fifteen (15) day time limit for filing and for appeals from any decision by a lower tribunal to a higher tribunal set forth in Article 17 of the International Constitution or any successor provision thereto.
- (l) The members of the Election Committee who are not candidates for the office(s) in question shall also supervise all other elections of Local 706, including those held during hybrid and in-

person meetings. They shall monitor the ballot box, count the votes, and, where applicable, receive the information from outside electronic tally and add the in-person votes to the electronic tally. Once the results are announced by the presiding officer at the meeting, and the election has been concluded, they shall turn over all election materials to the Secretary-Treasurer. The races covered by this Article Five, Section 3 (j) and (k) include, but are not limited to, elections of Craft Presidents, Delegates not automatically elected by virtue of office for District 2 and the Quadrennial IATSE Convention and members of the Negotiation Committee.

- (m) **T h e** Chair of the Election Committee or the President (if the Chair is not present) may ask members who are not candidates or running for a position to aid in the voting process.

Section 4. CONVENTIONS

- (a) As per Article Three, Section 3, of the International Constitution, Local 706 shall be entitled to one delegate for its charter and one additional delegate for every hundred members or major portion thereof, based on the average membership upon which per capita tax has been paid for the period between conventions.
- (a) Delegates for conventions, who are not already delegates by virtue of their office, shall be elected by a secret ballot vote at a union membership meeting or by referendum vote. The members of Local 706 shall be notified of the election at least fifteen (15) days prior to the day of voting. The following Officers are delegates by virtue of their office:
 - President/Delegate
 - Secretary-Treasurer/Delegate
 - Business Representative/Delegate
- (c) Whenever the Local is entitled to more than one delegate, the membership shall elect the number of individual delegates to which the Local Union is entitled; provided that the membership may decide, by majority vote at a duly noticed meeting, instead to elect a smaller delegation empowered to cast the total number of votes to which the full delegation of the Local Union would be entitled at the Convention.
- (d) Delegates shall be nominated at a General Meeting. No person shall be eligible to serve as a delegate who has not attended or been excused from attending at least one meeting per quarter during the previous four quarters.
- (e) All Delegates shall comply with the provisions in Article Four of the International Constitution.

CONSTITUTION
ARTICLE SIX

Section 1. DUES AND ASSESSMENTS

- (a) The rate of dues shall not be increased and no general assessment shall be levied upon the membership other than by majority vote conducted by secret ballot of the members in good standing at a General or Special Membership Meeting, after reasonable notice of the intention to vote upon such question or by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.
- (b) All Journeyman and Trainee Make Up Artists (Roster) will pay the same rate of quarterly dues. All Journeyman and Trainee Hair Stylists (Roster) will pay the same rate of quarterly dues.

- (c) All members are required to obtain their yearly working card prior to the first day of the first month of the calendar year and to have the proper stamps affixed prior to the first day of the first month of each quarter.
- (d) IT SHALL BE THE RESPONSIBILITY OF EACH MEMBER TO KNOW THE DUE DATE FOR THE PAYMENT OF DUES AND TO PAY SAME ON OR BEFORE THAT REQUIRED DATE. Dues may be paid in advance. Any claim that a member has not received notice shall not be considered just cause to relieve said member of the penalties imposed for late payment of dues.
- (e) All Quarterly dues are due on the first day of each quarter. Any member whose dues are unpaid by the required date shall be assessed five percent (5%) of his/her dues rate for any dues received thirty (30) days past the first day of the quarter.
- (f) All fines and assessments, in addition to the dues, must be paid before a paid up working card with the proper number of stamps affixed shall be issued to a member.
- (g) Fines, Assessments and/or Dues may be imposed only by the following methods:
 - 1.)A majority vote by secret ballot of the members in good standing at a special or regular meeting, after reasonable notice of fifteen (15) day of the proposal has been given or;
 - 2.)A majority vote of the members in good standing in a secret ballot referendum.
- (h) All members in good standing, but inactive and off work call list for a minimum of any three consecutive months plus one day, shall be exempt from all absentee fines for that period.
- (i) Any member in good standing who has become totally disabled may be granted by the Executive Board a reduction in dues to the minimum amount required by the I.A.T.S.E. for a total of four (4) quarters.
- (j) Any member allowing his/her initiation fees, per capita tax, dues, fine or assessments to fall six months in arrears shall be notified at least ten (10) days in advance by certified mail that this delinquency constitutes Suspension/Expulsion as per Article 21, Section 11 of the International Constitution. An expelled member, thereafter, may be readmitted by: paying all past due initiation fees, fines and/or assessments, and all dues, per capita taxes and assessments from the date of Suspension/Expulsion to the date of reinstatement; by being voted in by the membership; and by complying with the provisions of this Constitution and the Constitution of the International Alliance. In addition, a reinstatement fee for a Suspended/Expelled member shall be two hundred fifty (\$250) dollars.

Members may be readmitted or reinstated in accordance with the International Constitution Article 21, Section 2, under which expelled members may be refused readmission or reinstatement to the Alliance for a certain fixed period or indefinitely.

- (k) Any member of this Local, classified as a member not in good standing shall forfeit all rights and claims to the benefits and privileges of the Local during the period of his/her Suspension/Expulsion and the authorized Business Representative shall remove said member from his/her employment in accordance with the Producers' Agreement (Article 3, Section 1 (a) and (b) and Article 21, Section 11 of the International Constitution).
- (l) Any member in good standing who has worked in his/her respective craft in the Motion Picture Industry for a period of twenty-five (25) years and also has earned less than three thousand dollars (\$3,000.) in the previous calendar year may, by presenting proper proof to the Executive Board, be issued a paid-up membership card for the current year by paying the minimum amount required by the I.A.T.S.E.
- (m) Any member in good standing who has been an active member of Local 706 for 25 years and has reached the age of sixty (60) or has been an active member for thirty (30) years in his/her respective craft shall be entitled to a gold membership card. This gold card entitles the member to the same rights and privileges that he/she enjoyed prior to the issuance of their gold card. No dues or non-attendance fines will be charged to any member holding such gold card. Unless Suspended/Expelled including for non-payment of dues, assessments or other amounts due, the only fee (excluding assessments) that will be billed to a gold card holder is the Per Capita Tax.
- (n) Any member in good standing who has been an active member of Local 706 for twenty-five (25) years and has reached the age of sixty (60) or has been an active member for thirty (30) years in his/her respective craft shall be entitled to recognition of that status in the form of a gold membership card. The rights associated with that gold membership card shall depend on the date that the member was admitted to membership.
- (o) Any member who achieves, or had achieved, gold card status as of December 31, 2019, shall be entitled to the same rights and privileges that he/she enjoyed prior to the issuance of his/her gold card. NO dues or non-attendance fines will be charged to any member holding such gold card as of December 31, 2019. Unless the member is Suspended/Expelled including for non-payment of dues, assessments or other amounts due, the only fee (excluding assessments) that will be billed to such a gold card holder is the IATSE Per Capita Tax and any other Per Capita Tax assessed to Local 706 on each active member.
- (p) Any member who achieves gold card status on or after January 1, 2020, shall be responsible for payment of dues and assessments and any otherwise applicable non-attendance fines until achieving the age and years of service required for a dues payment waiver and waiver of non-attendance fines according to the following schedule.

(1) For members who were admitted to membership on or before December 31, 1998:

These gold card holders shall be entitled to a waiver of the dues payment requirement and any otherwise applicable non-attendance fines upon that member reaching either thirty years (30) of active membership in Local 706 or upon reaching the age of sixty-two (62) or older with twenty-five (25)

years or more of active membership in Local 706. Unless the member is Suspended/Expelled including for non-payment of dues, assessments, per capita tax or other amounts due, the only fee (excluding assessments) that will be billed to such a gold card holder once he/she is granted a dues payment waiver and waiver of non-attendance fines is the IATSE Per Capita Tax and any other Per Capita Tax assessed to Local 706 on each active member.

(2) For members who were admitted to membership after December 31, 1998, and on or before December 31, 2009:

These gold card holders shall be entitled to a waiver of the dues payment requirement and any otherwise applicable non-attendance fines upon that member reaching either the age of sixty-five (65) or older with thirty (30) years or more of active membership or seventy-five (75) or older with twenty-five (25) years of active membership in Local 706. Unless the member is Suspended/Expelled including for non-payment of dues, assessments, per capita tax or other amounts due, the only fee (excluding assessments) that will be billed to such a gold card holder once he/she is granted a dues payment waiver and waiver of non-attendance fines is the IATSE Per Capita Tax and any other Per Capita Tax assessed to Local 706 on each active member.

(3) For members who were admitted to membership on or after January 1, 2010:

These gold card holders shall be entitled to a waiver of the dues payment requirement and any otherwise applicable non-attendance fines upon that member reaching the age of seventy-five (75) or older with twenty-five (25) years of active membership in Local 706. Unless the member is Suspended/Expelled including for non-payment of dues, assessments, per capita tax or other amounts due, the only fee (excluding assessments) that will be billed to such a gold card holder once he/she is granted a dues payment waiver and waiver of non-attendance fines is the IATSE Per Capita Tax and any other Per Capita Tax assessed to Local 706 on each active member.

Notwithstanding the foregoing, the President, Secretary-Treasurer, Business Representative, Business Representative Emeritus and appointed Assistant(s) to the Business Representative shall be required as a condition of holding that office to make dues payments and to pay any otherwise applicable non-attendance fines during that individual's term of office even if that individual is a gold card holder otherwise exempt from payment of dues and such non-attendance fines; provided that any member who held a gold card as of December 31, 2019, shall be exempt from this requirement.

(g) Any member of this Local who does not carry his/her dues card on his/her person at all times and cannot or refuses to show his/her card when called upon to do so by any authorized person shall be fined not less than twenty-five dollars (\$25.00).

CONSTITUTION ARTICLE SEVEN

Section 1. HONORABLE WITHDRAWALS

- (a) Local 706 shall be obliged, upon request, to issue any paid up member in good standing who is not under charges of misconduct an Honorable Withdrawal card.
- (b) No holder of an honorable withdrawal card shall be re-admitted to membership in Local 706, for the purpose of being once again actively engaged in the industry, until the Local shall have first submitted the name of the former member to the General Secretary of the I.A.T.S.E. General Office (International Constitution, Article 19, Section 18).
- (c) Any person holding an honorable withdrawal card may be re-admitted to membership upon request by paying all dues, Per Capita tax and assessments from date of withdrawal to date of reinstatement, by being voted in by the membership and by complying with the provision of this Constitution and the Constitution of the International Alliance (Article 21, Section 14). Reinstatement fee shall not exceed the total of eight (8) quarters dues and Per Capita and any/all assessments.

CONSTITUTION
ARTICLE EIGHT

Section 1. GENERAL CLAUSES

- (a) As used in this Constitution, Bylaws and Working Rules only, the term 'member in good standing' refers to compliance with all applicable Constitutional requirements, including payment of dues, fines and assessments, without having been suspended or expelled.
- (b) Definitions shall be construed as per Article 26, Section 1 to 8 inclusive of the International Constitution.
- (c) Impeachment's, suspensions and penalties, resignation and reinstatements shall be as per the International Constitution.
- (d) Any member, after exhausting the appeal procedure provided within this Local, may appeal to the International Alliance as provided in the International Constitution, Article 17.
- (e) Local 706 shall not dissolve so long as there are at least seven (7) members in good standing desirous of retaining the Charter.

Section 2. SCREEN CREDIT

- (a) The term "Special Effects Make-Up" and "Make-Up and/or Hair Stylists Consultant" are hereby expressly forbidden for purposes of Screen Credit.
- (b) If found guilty of non-compliance of (a) above, the penalty shall be a fine of not less than one thousand dollars (\$1,000.) for the first offense.

Section 3. STEWARDS

The Head Make-Up Artist and the Head Hair Stylists in charge on all productions are automatically the Stewards of that show.

BY-LAWS
ARTICLE ONE

Section 1. CONTRACT AND BARGAINING DEMANDS

- (a) As per Article 19, Section 15 of the International Constitution, personal service contracts for any individual member must be submitted to the office of Local 706 for approval of the Local 706 Business Representative. An additional copy of said contract shall be furnished for the Local Office file.
- (b) All members' contracts are secondary to the Constitution and By-Laws of Local 706 and such provisions as may be hereinafter enacted.
- (c) Provisions must be embodied in all contracts in accordance with the prior obligation of the member to the I.A.T.S.E. and the Local.
- (d) Local 706 must furnish a copy of any Collective Bargaining Agreement to any member who requests same and whose rights as an employee are affected by the Agreement.
- (e) Authorization for bargaining demands shall be given to a Negotiations Committee elected by the members of Local 706. The Negotiations Committee shall keep the members informed as to the progress of the negotiations.
- (f) A strike shall be called only after a Special General Meeting has been held and a two-thirds (2/3) majority of the membership in good standing present have voted by secret ballot in favor of said strike.
- (g) A strike does not constitute a breach of contract.

BY-LAWS
ARTICLE TWO

Section 1. INFRACTIONS OF BY-LAWS AND/OR WORKING RULES

- (a) Members who have knowledge of any infractions of the By-Laws and/or Working Rules of this organization and who fail to report same immediately to the office of this Local shall, if found guilty, be fined not less than one hundred (\$100.00). dollars.
- (b) Members who are charged with a violation of their oath and obligation and who violate any Article or Section of the Constitution and By-Laws of the I.A.T.S.E. and M.P.M.O. of the United States and Canada or the Constitution, By-Laws and Working Rules of Local 706, as per Article 16, Sections 1 to 26 inclusive, of the International Constitution, shall be remanded for trial.

- (c) Members who are charged with violation of a directive from the Executive Board and/or the Business Representative regarding established policy, whereby the best interests of the members of Local 706 are jeopardized, shall be remanded for trial. For the first offense, the fine shall be not less than five hundred dollars (\$500.00).
- (d) Officers of Local 706 convicted of serious misconduct shall be removed from office by action of the Executive Board.
- (e) In addition to the penalties expressly provided for in this Constitution, By-Laws and Working Rules as well as the Constitution, By-Laws and Working Rules of the I.A.T.S.E., a member may be brought to trial for any of the following:
 - 1. Not acting in the best interest of Local 706 or its members, which includes conduct that reflects upon and is damaging to the reputation and goodwill of Local 706 and/or its individual members.
 - 2. Not upholding these principles for which this Local stands; these principles include, but are not limited to, the fostering of brotherhood and the advancement of unionism.
 - 3. Repeated violations of the Working Agreements of this Local.
 - 4. Repeated violations of the Constitution, By-Laws and Working Rules of both the Local and the I.A.T.S.E.
 - 5. Practicing antagonism or fostering prejudices among fellow members or officers of this Local or among members of Sister Locals.
 - 6. If found guilty of any of the above, the fine shall be not less than two hundred fifty dollars (\$250.00) for the first offense.
 - 7. There will be no fine in the above where a fine is already operable in any other Article of this Constitution.

Section 2. MULTIPLE OFFENSES

Upon conviction of the second or third offense in violation of the Constitution, By-Laws and Working Rules, said member shall be penalized in accordance with the addendum of violations, fines and penalties.

BY-LAWS
ARTICLE THREE

Section1. PROCEDURE FOR CHARGES

- (a) Nothing in the provisions of this Local Union's Constitution, By-Laws and Working Rules shall be construed to deprive a member charged with a violation thereof of the right to a fair trial whereby his/her guilt or innocence may be determined, with the exception that a member who has defaulted in the payment of any dues, fees, fines or assessments lawfully imposed shall not be entitled to stand trial, but shall be penalized summarily as this

Constitution, By-Laws and Working Rules proved and each charged member shall be:

1. Served with written specified charges;
 2. Given reasonable time to prepare his/her defense;
 3. Afforded a full and fair hearing.
- (b) That in the event it becomes necessary for the office of Local 706 to notify a member through telegram, registered or certified mail of charges of offense against the Constitution, By-Laws and Working Rules and/or charges of offense against a brother or sister member, the member, if convicted, shall pay any and all telegraph, postal and/or mailing expenses so incurred by Local 706.
- (c) That in the event it becomes necessary for Local 706 or its elected officer-members to utilize the services of legal counsel to enforce the conditions of this or the International Constitution and By-Laws in charges of offense against a member, the member so charged, upon conviction, shall pay to Local 706 all attorney fees and costs so incurred by Local 706.
- (d) That in the event action shall be brought against Local 706 by a member or members of Local 706, and by reason of the legal action Local 706 shall be the prevailing party, the member or members bringing the legal action against Local 706 shall pay to Local 706 such attorney fees and court costs as may be deemed reasonable by the court.

Section 2. FAILURE TO APPEAR

Any member who is ordered to appear before the Executive and/or Trial Boards and fails to appear when so ordered (unless the person is able to show just and reasonable cause for such absence) shall be cited for contempt and shall be fined upon conviction for the first offense not less than two hundred fifty dollars (\$250.00).

BY-LAWS
ARTICLE FOUR

Section 1. TRADE AGREEMENT

Any trade agreement made by the International President of the I.A.T.S.E. and M.P.M.O. with the consent of all parties interested cannot be set aside during its life by any action of the Local Union without the consent of the President and the Executive Board of the I.A.T.S.E. and M.P.M.O.

BY-LAWS
ARTICLE FIVE

Section 1. CONSTITUTIONAL AMENDMENT AND/OR ADDITIONS

- (a) All proposed amendments and/or additions to this Constitution must first be presented in written form and in duplicate to the Executive Board before said amendment(s) and/or addition(s) can be presented at a General Membership Meeting.
- (b) Should the Executive Board reject proposed Constitutional amendment(s) and/or addition(s), any member in good standing may then present the proposed amendment(s) and/or addition(s) in writing and in duplicate to the General Body at the next General Membership Meeting. Should this happen, the only admissible motions shall be:
 - 1. To reject the amendment(s) and/or addition(s) or;
 - 2. To notify all members in writing of the exact wording of the proposed amendment(s) and/or addition(s) to be voted on at the next General Membership Meeting.
- (c) Ratification of Constitutional amendment(s) and/or addition(s) shall require a favorable two-thirds (2/3) majority vote of the members voting at a General Membership Meeting. If deemed necessary, ratification may also be done by mail to all active members in good standing of Local 706. If by mail, a favorable two thirds (2/3) majority vote will be required by ballots returned.
- (d) Upon acceptance of a Constitutional amendment(s) and/or addition(s) by a two-thirds (2/3) majority vote of the members voting, the accepted Constitutional amendments (s) and/or addition(s) must then be submitted to the International President for approval as per Article 19, Section 3 of the International Constitution.
- (e) Upon receiving approval from the International President, the accepted Constitutional amendment(s) and/or addition(s) shall then become a part of the Constitution, By-Laws and Working Rules. When the amendment(s) and/or addition(s) are either accepted or rejected by the International President, the members shall be so notified at the next General Membership Meeting and in the bulletin.
- (f) The rules for Constitutional amendment(s) and/or addition(s) shall also apply to amendments and/or additions to the By-Laws and Working Rules.

WORKING RULES
ARTICLE ONE

Section 1. EMPLOYMENT

- (a) Work Calls for members shall be placed through the Business Office of the Local, which shall remain open every day from 9:00 AM to 6:00 PM during the normal work week.
- (b) An available member may accept a direct call, however the member must report said call to the Business Office of Local 706 as soon as possible.

Failure to do so shall subject member to a fine of not less than one hundred fifty dollars (\$150.00) for the first offense.

- (c) Upon completion of employment, each member shall notify the Business Office of Local 706 before noon of the next work day and shall specify availability for re-employment. Failure to do so shall subject member to a fine of not less than one hundred fifty dollars (\$150.00) for the first offense.
- (d) Members of Local 706 who request that their name be placed on the availability list without first having been notified by the employer that they are definitely available for employment for the following day shall be fined not less than one hundred fifty dollars (\$150.00) for the first offense.
- (e) No member of this Local shall work for more than one corporation and/or company in any one day without receiving compensation for a full day's pay at the established rate from each employer for each day so employed.
- (f) Members shall have the opportunity to work for more than one corporation and/or company in any one day, and shall report such employment to the Local. The guidelines for such employment are:
 - 1. Production retake and/or added scenes, cameo roles, special appearance, still sessions or 4 hour calls.
 - 2. Lab Work.
- (g) Under no circumstances shall a member be placed in a position of a subcontractor by any producing unit.
- (h) Invoicing for services rendered is not permitted with companies that are signatories to the Basic Agreement, however, if invoicing is done for non-signatory companies, such invoicing must show the hourly rate and at least 8 straight time hours.
- (i) For violation of (e), (f), (g) and (h) the fines shall be not less than two hundred fifty dollars (\$250.00) for the first offense.
- (j) Members who accept employment for less wages than the contractually negotiated minimum wage scale in their occupational classification shall, upon conviction, be subject to a fine of not less than five hundred dollars (\$500.00) for the first offense.
- (k) Members living in an area which necessitates a long distance telephone call originating from the Local office in order for said member to receive a work-call shall pay all applicable charges involved for said call. This does not apply to the following area codes: 805 and 714.
- (l) At no time will the Local deny any associated member in good standing the opportunity to work for any employer in their classification unless the Local is currently organizing that particular company and the Business Representative states such employment would weaken the Union's bargaining position.

Section 2. CRAFT RESPONSIBILITIES AND DUTIES

- (a) The Department Head of the Make-Up Department at a studio shall be a Journeyman Make-Up Artists member of Local 706 in good standing.
- (b) The Head of Hair Styling at a Studio shall be a Journeyman Hairstylist member of Local 706 in good standing and in complete charge of all duties involved within the jurisdiction of the Hairstylist Craft.
- (c) Make-Up Artists shall perform the art of Make-Up, which may include the cutting of hair on male performers.
- (d) Hairstylists within the Motion Picture and Television Industry shall perform the art of Hair Styling, cutting and its various effects in their respective classifications.
- (e) Hair Stylists within the Motion Picture and Television Industry shall procure, fit, dress and apply all wigs and hair goods on women in their respective classifications.
- (f) All other wigs or toupees may be applied by either Hair Stylists or Make-Up Artists.
- (g) All moustaches, chin pieces, side burns, beards, false eyebrows and lashes shall be applied by Make-Up Artists.
- (h) All Body Make-Up on females shall be done by a female Body Make-Up Artist and, in the event that unusual appliances or techniques are required, may be applied by a Make-Up Artist. A female Body Make-Up Artist shall, in any case, be in immediate attendance.
- (i) Any facial or body appliance, mask, etc., used in the art of Make-Up in Motion Pictures or Television, whether they be made of rubber, plastic or any other materials, shall be applied by a Make-Up Artist member of Local 706.
- (j) Wig-Makers shall perform the art of Wig-making (fitting and making hair lace wigs, toupees, beards, moustaches, chin pieces, sideburns, false eyebrows).
- (k) Theatrical Make-Up Artists and Hair Stylists shall perform work in Theaters within their particular classifications consisting of Make-Up application, Hair Styling, Wig-making, wig application and its various effects. Such work shall be for Live Stage presentation and will not at any time be for film or tape productions.

Section 3. VIOLETIONS OF CLASSIFICATION

- (a) No member of this Local, while working in the Motion Picture or Television Industry, shall perform services other than those designated by his or her classification simultaneously within the Local. Any member changing classifications must remain in said classification for a minimum of one (1) year.
- (b) Any person convicted of violating Article 1, Section 3. (a) shall be fined not less than five hundred dollars (\$500.00) for the first offense. In addition to

the fines stipulated, the guilty member may be fined the sum of a minimum day-check of the qualified member of the Craft infringed upon from the list of unemployed members of the Craft who were available for employment but were unemployed at the time of the infraction. Said member shall be paid the full amount of the minimum day-check. In the event the availability list of the Business Office was exhausted on the day of the infringement, said day-check shall be deposited in the Local 706 Account.

- (c) No member of this Local shall be permitted to use the name Make-Up & Hair Stylists, Local 706, I.A.T.S.E. for commercial advertising purposes or for the advancement or promotion of any trade school of any crafts whatsoever, per the IA Constitution, Article 19, Section 23. Members violating this paragraph shall be fined not less than one hundred fifty dollars (\$150.00) for the first offense.

Section 4. MATERIALS AND SUPPLIES

Local 706 members shall under no circumstances supply expendable materials without reimbursement by their employer. THIS IS AKIN TO WORKING UNDER SCALE. The fine for violation of the above shall be not less than five hundred dollars (\$500.00) for the first offense.

Section 5. HAZARDOUS EMPLOYMENT

- (a) No person shall be required to work in any unsafe place nor shall he/she be compelled to work on or with any person who is apparently diseased.
- (b) It is the obligation of each member to report said condition to the Business Representative.

Section 6. DISTANT LOCATION

- (a) All members going on distant location shall notify the office of this Local as soon as possible as to the time of their departure. Failure to do so to a fine of not less than one hundred dollars (\$100.00) for the first offense.
- (b) All members returning from a distant location shall notify the office of this Local as soon as possible as to the time of their return. Failure to do so shall subject the member to a fine of not less than one hundred fifty dollars (\$150.00) for the first offense.
- (c) Any member working on distant location must have his or her dues and assessments paid in full before leaving for said location.
- (d) No member shall be permitted to work on a distant location unless said member is transported at Producer's expense from the county of Los Angeles.
- (e) No member shall be permitted to work on a distant location unless all room and meal allowances are provided by the Producer as per Paragraph 37 of the Local 706 Producers' Agreement.

- (f) No member may remain on distant location without being compensated for each and every day except for concessions approved by the I.A.T.S.E.
- (g) Failure to comply with (c), (d), (e) or (f) above shall result in a fine of not less than seven hundred fifty dollars (\$750.00) for the first offense.

Section 7. WORK CALLS

- (a) A member who accepts employment and then does not report for work or absents himself/herself from a job without so notifying the Department Head or constituted authority shall be remanded to trial. Said member, upon conviction, shall be fined not less than five hundred dollars (\$500.00) for the first offense.
- (b) A member whose name appears on the availability list and wishes to be unavailable for work must notify the Business Office by noon of the preceding day. Failure to do so shall subject the member to a fine of not less than one hundred dollars (\$100.00) for the first offense.
- (c) A member who has requested that his/her name be on the availability list shall be required to call the Local the following day for verification that his/her name appears on the availability list. Said member shall be required to personally appear at the Local Office and place his/her name on the availability list before the Local can be held financially liable.
- (d) A member planning a vacation shall notify the Local Office before leaving on said vacation as to the starting date and the planned duration of his/her vacation.
- (e) Upon his/her return from vacation, he/she shall so notify the Local Office as to his/her availability to resume work.
- (f) Failure of a member to comply with Paragraphs (d) and (e) will result in said member being fined not less than fifty dollars (\$50.00) for the first offense.
- (g) In the event a member changes address and/or telephone number, he/she shall so advise the Local Business Office as soon as possible, but within a three (3) day period. The penalty for not doing so shall be a fine of not less than fifty dollars (\$50.00) dollars for the first offence.

WORKING RULES
ARTICLE TWO

Section 1. WELFARE COMMITTEE RULES

- (a) The purpose of the Welfare Committee shall be to promote the welfare of the members of Local 706 by providing loans of the funds necessary to remain current in their dues to members in economic need, to provide memorial recognition to deceased members and to otherwise advance the welfare of members confronting physical, mental, economic and emotional challenges.

- (b) No member shall, by virtue of his/her membership or past financial or other contribution to Local 706 and/or the IATSE, have a right to any assistance from the Welfare Account. Rather, the Welfare Committee shall be vested with the discretion to make decisions about how best to advance the compassionate aims of Local 706 set forth in Article Two, Section 1(a) of these Working Rules in a manner consistent with Local 706's priorities as spelled out in these Working Rules, its limited funds for such purposes and its desire to maximize the availability of benefits to members with demonstrated need in an equitable and nondiscriminatory manner.
- (c) This Committee shall consist of not less than seven (7) members appointed by the President and shall be composed of members of all crafts of Local 706. The President may also set up regional subcommittees to address issues arising in areas where regional members reside and on which the members of the Welfare Committee and additional regional members may sit. At official meetings of the Welfare Committee, a quorum shall consist of not less than four (4) members.
- (d) This Committee shall elect a Chairperson and a Recording Secretary.
- (e) The duties of the Chairperson shall be to call meetings of the Committee whenever necessary or expedient and to preside over said meetings.
- (f) The duties of the Recording Secretary shall be to clearly record all the activities of the Welfare Committee and to keep said records in good order at all times. At the close of his/her term, he/she shall submit to his/her successor in office all records concerning his/her office. In addition to such reports as are necessary to obtain the authorizations and approvals required under Article Two, Section 1(h) of these Working Rules, the Recording Secretary of the Welfare Committee shall report on a quarterly basis to the Board of Trustees the total amount of all its disbursements and such other information as is necessary to the supervision of the fiscal affairs of the Welfare Committee by the Board of Trustees and, through the Board of Trustees, the Executive Board.
- (g) Where the Welfare Committee determines that such visits are welcome, the members of this Committee may make such effort to visit members who are ill as it, in the exercise of its discretion, determines are appropriate in the circumstances.
- (h) The Committee shall administer the Welfare Committee business activities. The Board of Trustees must authorize and the Executive Board must ratify any Welfare Account disbursements or loans exceeding one hundred dollars (\$100). All authorized Welfare disbursements or loans must be withdrawn from the Welfare Account.
- (i) The responsibility for secretarial work of the Welfare Committee, other than that of the Recording Secretary, shall rest with the business office.
- (j) The Committee shall provide the General Body with quarterly reports covering said Committee's activities, which reports shall not include the names of, or identifying information for, those assisted, any personal health information of any person or any other information the Welfare Committee, in conjunction with the Business Representative, determines is sensitive or should be anonymized.

Section 2. WELFARE ACCOUNT ACCOUNTS

- (a) All monies designated for the Welfare Account shall be first deposited into the General Account of Local 706 and then transferred into the Welfare Account.
- (b) Subsequently, the Welfare Account monies shall be kept separate and apart from any other accounts of Local 706 as per the Local 706 Constitution, Article 1, Section 8.
- (c) All additional holdings of value acquired for Welfare Committee purposes shall also be kept separate and apart from all other holdings and/or properties as per Local 706 Constitution Article 1, Section 8.
- (d) No person or persons shall have the authority to withdraw money from the Welfare Account and/or sell, liquidate, transfer or dispose of any properties or documents without first obtaining the approval of the Welfare Committee. The Board of Trustees must then authorize this action and the Executive Board must then, in turn, ratify the action.
- (e) Two signatures from among the Secretary-Treasurer, Business Representative and the President shall be required on all bank checks and/or approvals for withdrawals dealing with anything of value, or representing value, belonging to the Welfare Account.
- (f) Whenever the President of Local 706 appoints a Committee other than the established Welfare Committee for the purpose of promoting social functions and/or other affairs for the benefit of the Welfare Account, the Welfare Committee shall be consulted and be afforded the opportunity to participate in the aforementioned functions and/or affairs.

Section 3. LOANS

- (a) Welfare loans shall be made for the purpose of allowing members to remain current in their dues and for no other purpose. Such loans shall be recommended by the Welfare Committee, authorized by the Board of Trustees and approved by the Executive Board. No other process for the making of loans shall be permitted. Any such loan amount shall be withdrawn from the Welfare Account and deposited, to the member's credit, in the General Account.
- (b) No member shall be recipient of a loan from the Welfare Account unless he/she has first signed a standard form note, payable within twelve (12) months of date of issue.
- (c) Only those members who are in good standing shall be eligible to receive loans from the Welfare Account.
- (d) In applying for a loan, the Welfare Committee shall require the applicant to attest under penalty of perjury that the member has no other financial recourse and the Welfare Committee shall not make a loan where it possesses evidence that the member's attestation is false.

- (e) Funds loaned must be used for payment of dues only and for that reason must be paid directly from the Welfare Account to the General Account of Local 706. Funds loaned must not exceed two quarters' dues.
- (f) Loans obtained from the Welfare Account must be repaid in full within one (1) year of date of issue. The Welfare Committee shall, at its monthly meetings, review progress of all outstanding loans as to amount paid and time worked.
- (g) This Committee and the elected officers involved in the administration of the loan shall keep confidential the names of all applicants and loan recipients.
- (h) Members requesting a loan from the Welfare Account may be required to appear personally before the Welfare Committee or allowed to submit a request in writing. Any member who needs an accommodation, which may include being excused from personal attendance, shall be granted such reasonable accommodation as is appropriate under the circumstances.
- (i) In the event a member has obtained a loan from the Welfare Account and has not repaid the loan within the stipulated twelve (12) month period as set forth in paragraph (g) and, further, has not requested of the Welfare Committee an extension of said date by thirty (30) days prior to due date, then, and only then, will legal action be taken as stipulated in the signed note, to obtain such monies as are due the Welfare Account. If it is deemed by the Welfare Committee that a responsible attempt has been made by the loan recipient to repay the loan, all reasonable consideration will be granted the member-loan recipient before legal action is recommended. In the event legal action is taken, the member shall be responsible for all attorneys' fees and costs incurred by Local 706.

Section 4. CHARITY, AWARDS, GIFTS, FUNERALS AND FLOWERS

- a) Gifts of charitable contributions in memory of deceased members of Local 706 in the amount of \$150 shall be paid from the Welfare Account. The contribution will be made to the charity of the deceased member's choice. If no charity is named, the Welfare Committee shall determine the recipient charity with preference to charities associated with Local 706 and/or the IATSE such as the The Actor's Fund, the MPTF, The Will Roger's Institute or the DiTolla Spivek Foundation. The Welfare Committee shall have the discretion to send flowers at a cost not to exceed \$150 to a member's memorial in lieu of a cash contribution.
- b) Gifts of flowers or planters for ill members or retired members of Local 706 shall be paid from the Welfare Account. The cost of same shall be determined by the Welfare Committee with a maximum of \$100.00.
- c) The Welfare Committee and/or Executive Board shall administer all appeals for charity made to Local 706. They may, at their option, without discrimination as to race, color or religion, and whenever possible according to Welfare resources, help any lawful, national, state, county and city organizations who are engaged in humanitarian work.
- d) The Award for Achievement in Unionism shall be presented annually.

- 1) This award shall be named "The Service and Achievement Award".
- 2) The President, at the beginning of each year, shall appoint a Union Service and Achievement Award Committee.
- 3) It will be the duty of this Achievement Committee and its Chairperson to seek out the past union activities of the membership so as to arrive at a proper candidate or candidates for Committee nomination.
- 4) There shall be at least one award annually. Any decision as to the recipient shall be determined by majority vote.
- 5) The Committee, when making its nominations, shall bear in mind, as it as originally established, that this achievement award is NOT for artistic achievement. This award is for the abundant union achievements of a member who has, with DIGNITY, LOYALTY AND UNSELFISHNESS CONTRIBUTED NOTICEABLY TO PRESERVING THIS LOCAL AND FURTHERING ITS GOALS.
- 6) This award shall be presented to its recipients or recipients during the year at a time and place decided upon by the President.

Section 5. DEATH BENEFITS

- a) Prior to January 1, 2019, upon approval of Membership application, the new member is eligible for participation the death benefit. As of January 1, 2019, upon making an initial payment toward her/his initiation fee, the new member is eligible for participation in the death benefit.
- b) Failure to take advantage by enrollment at time of entrance into membership and appropriate payment at the prescribed time for an initial payment, or resignation of full membership at any time (whether or not subsequently reinstated), precludes a member from future participation.
- c) Death benefit funds shall be administered, and records retained, by the Board of Trustees, Secretary-Treasurer and Business Representative. Plan description, rules and procedures shall be promulgated by the Executive Board, after consultation with the Board of Trustees.
- d) The revenue for the death benefits shall be derived from a per capita assessment from each participant. The amount of the assessment shall be recommended by the Executive Board, after consultation with the Board of Trustees, and adopted by the membership at a duly noticed meeting by a majority vote.
- e) Whenever indebtedness is outstanding against a deceased participant, the amount of said indebtedness shall be deducted from the death benefit to the extent allowed by law.

WORKING RULES ARTICLE THREE

Section 1. NEGOTIATION COMMITTEE RULES (Amended 11/ 2022)

- (a) The conduct of the negotiations of this Local Union, either on behalf of its members alone in agreements between Local 706 and an employer or group of employers, or as part of the International Union delegation in agreements where the IATSE is negotiating on behalf of itself (or itself and its affiliated Local Unions) shall be the responsibility of the Business Representative, who shall chair such negotiations and who may name up to two persons (who may, but need not, be the assistant(s) to the Business Representative) to assist her/him.
- (b) Where the agreement at issue is solely between Local 706 and an employer or group of employers, the selection of other participants shall be under the supervision of the Business Representative and such participants shall be charged with helping to formulate initial goals for the negotiations, including by surveying their fellow members, and educating the affected membership about the negotiation process, its progress and results. Except as provided herein, the conduct of such negotiations and the role of any participants shall be subject to the management and control of the Business Representative.
- (c) Because the majority of the members of Local 706 work under the Basic Agreement and its side letters, because the terms of the Basic Agreement and its side letters are applicable to the majority of the membership and because the International Union has charge and control of the negotiations for the Basic Agreement and its side letters, different rules apply to the negotiation of the Basic Agreement and any other agreement where the International Union has charge and control of the negotiations and those where the Local Union has such charge and control. As provided in Working Rules, Article 1, Section 1(a), the Business Representative, who shall chair the Local Union's participation in such negotiations and may name up to two either roster persons or the assistant(s) to the Business Representative to assist her/him. The Business Representative shall be supported by a Negotiating Committee, which shall consist of the Business Representative, two appointees of the Business Representative and two members from each craft with one alternate from each craft who have been elected by the General body. The President shall be an ex officio member of this Negotiation Committee with voice and the ability to make motions, but without a vote. The Negotiation Committee shall be charged with helping to formulate initial goals for the negotiations, including by surveying their fellow members, and educating the affected membership about the negotiation process, its progress and results. Except as provided herein, the conduct of such negotiations and the role of any participants shall be subject to the management and control of the Business Representative.
- (d) The role of negotiating committee participants in educating the membership as provided in this Article 1, Section 1 of the Working Rules shall be considered to be of vital importance and the principal officers of Local 706 shall endeavor in good faith to facilitate these educational efforts, including by the President scheduling town halls, the President appointing a special committee to facilitate information sharing or the principal officers otherwise facilitating the dissemination of information. These efforts shall include periodic reports to the Executive Board and membership to the extent consistent with the applicable rules of the International Union, the ground rules for negotiations, the need for confidentiality in the bargaining process and the interest of the affected membership to be kept abreast of material developments in the negotiations.

- (e) The members of the Negotiation Committee and other negotiation participants shall be available to meet at the call of the Business Representative at all reasonable times and shall work constantly for the best interests of the entire membership of Local 706.
- (f) The Business Representative and the Negotiation Committee shall also keep the Secretary Treasurer informed of any possible strike or negotiation-related expenses and shall provide such supporting information as the Secretary-Treasurer may require to adequately budget for job actions and other negotiation-related expense.
- (g) The Negotiation Committee shall be selected in the first six months of the term of the Business Representative and shall serve until the end of the then-current term of the Business Representative or the conclusion of the negotiations of the labor agreement under negotiation, but in no event for longer than three years.
- (h) All proposed working contracts between employers and Local 706, I.A.T.S.E. shall be submitted to the affected membership for ratification in accordance with the International Union Constitution and any rules promulgated by the International Union, if applicable, and in such manner and to the extent consistent with the International Union Constitution. The members shall be notified at least fifteen (15) days in advance that a contract or contracts are to be submitted to them for ratification unless a shorter period is required by the International Constitution, by rules promulgated by the International Union or due to an exigency found by the Business Representative after due consultation with the Negotiating Committee, where applicable.

ADDENDUM OF VIOLATION, FINES AND PENALTIES

ADDENDUM

a. 1st Offense

All fines listed below shall be not less than the amount shown

CONSTITUTION

| <u>ARTICLE</u> | <u>SECTION</u> | <u>VIOLATIONS</u> | <u>FINES</u> |
|----------------|----------------|------------------------------|--------------|
| 1 | 7 a. & b. | Jurisdiction | \$ 200.00 |
| 2 | 2 h. 6. | Change of Classification | 250.00 |
| 2 | 5 f. | False Statement by Applicant | Expulsion |
| 2 | 8 c. | Seniority | 250.00 |
| 4 | 5 b. & d. | Meeting Attendance | 15.00 |
| 6 | e. | Dues and Assessments | |
| | | 5% maximum | 75.00 |
| 6 | q. | Dues and Cards | 25.00 |
| 8 | a. & b. | Screen Credits | 1000.00 |

BY-LAWS

| <u>ARTICLE</u> | <u>SECTION</u> | <u>VIOLATIONS</u> | <u>FINES</u> |
|----------------|----------------|--|--------------|
| 2 | 1 a. | Infraction of By-Laws and/or Working Rules | \$100.00 |
| 2 | 1 c. | Violation of Directive | 500.00 |
| 2 | 1 e. | 1, 2, 3, 4, 5, and 6 | 250.00 |
| 3 | 2 | Screen Credits | 1000.00 |

WORKING RULES

| <u>ARTICLE</u> | <u>SECTION</u> | <u>VIOLATIONS</u> | <u>FINES</u> |
|----------------|----------------|-------------------|--------------|
|----------------|----------------|-------------------|--------------|

| | | | |
|---|---------------|------------------------------------|----------|
| 1 | 1 b. & c. | Employment and Reporting | \$150.00 |
| 1 | 1 d. | Availability (not bona fide) | 150.00 |
| 1 | 1 i. | Employment - e, f, g, h | 150.00 |
| 1 | 1 j. | Less Wages | 500.00 |
| 1 | 1 l. | Non Signators | 500.00 |
| 1 | 3 a. & b. | Violation of Classification | 500.00 |
| 1 | 3 c. | Illegal Use of Name | 150.00 |
| 1 | 4 | Material and Supplies | 500.00 |
| 1 | 6 a. | Notification of Location | 150.00 |
| 1 | 6 b. | Notification of Location (return) | 150.00 |
| 1 | 6 g. | Distant Location - c, d, e, or F | 750.00 |
| 1 | 7 a. | Work Calls (Absentee) | 500.00 |
| 1 | 7 b. | Availability (notice) | 100.00 |
| 1 | 7 d., e. & f. | Notification (Vacation) | 50.00 |
| 1 | 7 g. | Notification (re: Address & Phone) | 50.00 |

ADDENDUM

- b. 2nd Offense When convicted of second offense, the above listed fines shall be not less than twice the amount of the first fine.
- c. 3rd Offense When convicted of a third offense, the above listed fines shall be not less than four (4) times the amount of the first amount of the first fine and/or suspension/expulsion.