

**BYLAWS**  
**of the**  
**AMERICAN FEDERATION**  
**OF MUSICIANS**  
**of the**  
**United States and Canada**



Revised September 15, 2007



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## BYLAWS

### ARTICLE 1

#### NAME & PARLIAMENTARY AUTHORITY

**SECTION 1.** This organization shall be known as the **American Federation of Musicians of the United States and Canada** (“AFM”). The AFM shall consist of Locals chartered in accordance with these Bylaws, the individuals who form these Locals, and other organizations active in the field of music that may be granted a charter of affiliation with the AFM.

**SECTION 2(a).** The rules contained in the most recent edition of Robert’s Rules of Order Newly Revised shall govern the AFM in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

**SECTION 2(b).** Unless a Local’s Constitution and/or Bylaws specifies some other source of parliamentary authority, the most recent edition of Robert’s Rules of Order Newly Revised shall be the parliamentary authority for the Local in all matters to which they are applicable and in which they are not inconsistent with these Bylaws and/or the Local’s Constitution and/or Bylaws.

## ARTICLE 2—MISSION

**SECTION 1.** We are the American Federation of Musicians of the United States and Canada, professional musicians united through our Locals so that:

- We can live and work in dignity;
- Our work will be fulfilling and compensated fairly;
- We will have a meaningful voice in decisions that affect us;
- We will have the opportunity to develop our talents and skills;
- Our collective voice and power will be realized in a democratic and progressive union;
- We can oppose the forces of exploitation through our union solidarity.

To achieve these objectives, we must commit to:

- Treating each other with respect and dignity without regard to ethnicity, creed, sex, age, disability, citizenship, sexual orientation, marital status, family status, or national origin;
- Honoring the standards and expectations we collectively set for ourselves in pursuit of that vision, supporting and following the Bylaws that we adopt for ourselves;
- Actively participating in the democratic institutions of our union.

With that unity and resolve, we must engage in direct action that demonstrates our power and determination to:

- Organize unorganized musicians, extending to them the gains of unionism while securing control over our industry sectors and labor markets;
- Bargain contracts and otherwise exercise collective power to improve wages and working conditions, expand the role of musicians in work place decision-making, and build a stronger union;
- Build political power to ensure that musicians' voices are heard at every level of government to create economic opportunity and foster social justice;
- Provide meaningful paths for member involvement and participation in strong, democratic unions;
- Develop highly trained and motivated leaders at every level of the union who reflect the membership in all its diversity;
- Build coalitions and act in solidarity with other organizations that share our concern for social and economic justice.

## ARTICLE 3—OFFICERS

**SECTION 1.** The AFM's Officers shall consist of an International President, two Vice-Presidents (one of whom shall be "the International Vice-President" and the other "the Vice-President from Canada"), an International Secretary-Treasurer, and an Executive Committee of five members elected at large. The Vice-President from Canada shall be a resident of Canada and shall be elected solely by the Delegates representing the Canadian Locals. Collectively these Officers shall constitute the International Executive Board (IEB).

**SECTION 2.** Any AFM member in good standing shall be eligible to be a AFM Officer, except that the Vice-President from Canada must be a citizen or landed immigrant of Canada. No member may hold more than one Office.

**SECTION 3.** All AFM Officers shall be considered members at large during their term of office, and if the Local in which they hold membership should disaffiliate, be suspended from the AFM, or become defunct, their membership shall not be affected.

### International President

**SECTION 4(a).** It shall be the duty of the International President to: preside at all AFM Federation and IEB meetings; sign all official AFM documents; sign all warrants; appoint all committees unless otherwise ordered; supervise the AFM's affairs; and make decisions in cases where, in his or her opinion, an emergency exists. To put these decisions into effect the International President shall issue executive orders, which shall be final and binding upon all members and Locals. Any order may enforce the Bylaws or other laws, resolutions, or rules of the AFM.

**SECTION 4(b).** The International President shall call special IEB sessions when necessary; call strikes; draw funds to pay all expenses incurred by the exercise of his or her duties; and perform other duties as may be provided for elsewhere in these Bylaws.

**SECTION 4(c).** At IEB meetings the International President shall vote only in the case of a tie vote.

**SECTION 4(d).** The International President and IEB are given full power to draw on the AFM treasury when deemed necessary to further the AFM's interests.

**SECTION 4(e).** The International President shall report his or her actions to the AFM Convention.

**SECTION 4(f).** The International President shall represent the AFM at the American Federation of Labor and Congress of Industrial Organizations ("AFL-CIO") Convention as one of its Delegates.

**SECTION 4(g)i.** The International President shall receive a basic monthly salary of \$8,787.00 adjusted on each August 1 for the cost of living change from July 2000 to July of that year as shown by the Consumer Price Index-All Urban Consumers: U.S. All items, 1982=100 (rounded to the nearest dollar).

ii. The adjusted monthly salary as of August 1 in the year of publication of these Bylaws shall be \$10,592.15.

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- iii. The adjusted monthly salary as of August 1 in all other years shall be set forth in the Annual Report.
- iv. The International President shall also receive all hotel and traveling expenses when traveling on AFM business outside the metropolitan area where the AFM maintains its principal office, which expenses shall be reviewed by the Executive Committee each quarter.

**SECTION 4(h).** The International President shall appoint an “Executive Assistant to the President,” and, after consulting with the Secretary-Treasurer, Vice-President from Canada, and Executive Assistant, appoint International Representatives as follows, all subject to approval by the IEB, which shall also set the compensation for these positions. There shall be an Executive Assistant to the President, answerable to the President, who shall serve as his/her representative with regard to implementation of AFM policy and supervision of field/resource departments. The Executive Assistant shall direct and sort inquiries that may come into the AFM offices. There shall be up to ten full and/or part-time International Representatives appointed who shall report to the Executive Assistant.

**SECTION 4(i).** The International President may appoint “Assistants to the President,” subject to approval by the IEB, which shall also set the compensation of these Assistants.

- i. There shall be at least one Assistant to the President assigned to service Locals and members located in the western part of the United States. There shall be at least one Assistant to the President assigned to administer the AFM’s organizing and education programs. There shall be at least one Assistant to the President assigned to administer the AFM’s programs to assist freelance musicians not engaged under CBAs. There shall be at least one Assistant to the President assigned as Public Relations/Marketing Resource Coordinator.
- ii. No Assistant to the President may be a member of the IEB, but all Assistants to the President must be AFM members.
- iii. The duties of all Assistants to the President shall be to assist in the discharge of all lawful business in the manner that the International President directs. The Assistant shall receive information from both sides of a controversial issue before making decisions or orders affecting Locals.

**SECTION 4(j).** The International President is authorized to appoint, with IEB consent, a national representative for each U.S. State and Canadian Province. Each national representative shall be a resident of the State or Province, and shall perform such services as the International President may require. These representatives, or any other members who are not AFM employees but who are called upon to assist the International President, shall receive all hotel and other expenses incurred incidental to their travel for services performed outside the jurisdiction of the Locals where they reside.

**SECTION 4(k).** The International President shall employ supervisory and clerical assistance as, in his/her discretion is necessary.

**SECTION 4(l).** The International President shall employ an auditor, who must be a Certified Public Accountant (CPA), properly bonded according to the

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custom of that profession, to audit the AFM's books annually. The audited annual combined financial statements and other financial information report shall be referred to the Finance Committee at the Convention. The International President shall make a read-only copy of that information available on the members area of the AFM website.

### International Vice President

**SECTION 5.** It shall be the International Vice President's duty to act in the absence or disability of the President, or, when requested by the International President, the IEB shall direct him or her to so act. The International Vice President shall receive a monthly salary of \$1,750.00. If called upon to act as Assistant to the International President, the International Vice President shall be paid, in addition, a rate to be determined by the IEB plus all hotel and traveling expenses when traveling on AFM business outside the metropolitan area where the International Vice President resides. If called upon to act in the absence or disability of the International President or to attend IEB meetings or to fulfill other duties assigned by the President or the IEB, the International Vice President shall also receive all hotel and traveling expenses.

### Vice President from Canada

**SECTION 6(a).** The Vice President from Canada shall maintain a full-time AFM office in Canada, and shall employ supervisory and clerical help as necessary, both subject to the International President's approval.

**SECTION 6(b).** The Vice President from Canada shall be responsible for the administration of AFM affairs throughout Canada, including an international contracts department, all of which shall be under the International President's direct supervision. When unable to contact the International President, the Vice President from Canada shall have the authority to make decisions in cases where, in his/her opinion, an emergency exists in matters affecting solely Canadian members, Canadian Locals, and/or Canadian matters. To give effect to these decisions, the Vice President from Canada is authorized to promulgate and issue executive orders to Canadian Locals and Canadian members.

**SECTION 6(c).** The Vice President from Canada shall have the authority to appoint committees made up of Canadian members to advise him/her when, in his or her opinion, the appointment of these committees is necessary to effectively carry out his or her duties.

**SECTION 6(d).** The International Secretary-Treasurer shall have the authority to maintain an imprest fund in a Canadian bank upon which the Vice President from Canada may draw checks to pay petty cash expenses of the AFM office in Canada.

**SECTION 6(e)i.** The Vice President from Canada shall also perform other duties from time to time as directed by the International President and/or the IEB. The Vice-President from Canada shall receive a basic monthly salary of \$7,398.00 (US dollars in its Canadian equivalent) adjusted on each August 1 for the cost of living change from July 2000 to July of that year as shown by the Consumer Price Index-All Urban Consumers: U.S. All items, 1982=100 (rounded to the nearest dollar).

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- ii. The adjusted monthly salary as of August 1 in the year of publication of these Bylaws shall be \$8,917.80.
- iii. The adjusted monthly salary as of August 1 in all other years shall be set forth in the Annual Report.
- iv. When traveling on AFM business, the Vice President from Canada shall be paid transportation, hotel, and other traveling expenses, which expenses shall be reviewed by the Executive Committee each quarter.

### International Secretary-Treasurer

**SECTION 7(a).** The International Secretary-Treasurer shall keep a faithful record of the proceedings of all meetings; answer all communications pertaining to the AFM; issue all charters in accordance with AFM Bylaws; inform all Locals of all additions to the AFM; compile a list of Locals' Work Dues to be distributed to all Locals and booking agents; attest all bills; provide on the AFM.org website the most complete current Federation census of unique members; that is, excluding multiple memberships, and divided by membership category (regular, life, etc.); notify the Delegates of all Convention-related meetings; publish in the *International Musician*'s May issue all Recommendations to be proposed by the IEB at the Convention as are then formulated and all Resolutions submitted in accordance with these Bylaws; publish the Convention proceedings (the actual three days' Minutes) in a separate booklet, along with the official Roll Call, and send a copy to each Delegate as soon after the Convention as possible; publish in the *International Musician* as soon as possible all laws that have been in any way changed; forward to each Local a number of copies of the AFM Bylaws representing 5% of the Local membership, plus additional copies of the Bylaws as requested; and if any Convention Resolutions are referred to the International President or the IEB for action or change, publish the results of the action in the *International Musician*.

**SECTION 7(b).** The International Secretary-Treasurer shall arrange for each Local Secretary to receive computer printouts of the Local's membership on a monthly schedule consistent with Article 5, Section 6.

**SECTION 7(c).** The International Secretary-Treasurer shall collect all dues, fees, assessments, and fines levied upon Locals and AFM members in accordance with the Bylaws; take charge of all AFM monies, securities and other property; and keep true and complete accounts of them.

**SECTION 7(d).** The International Secretary-Treasurer shall deposit all monies belonging to the AFM in two or more banks in his/her name as the AFM's International Secretary-Treasurer. Before any monies are withdrawn, each check shall be signed by the International Secretary-Treasurer or by the Assistant Treasurer.

**SECTION 7(e)i.** The International Secretary-Treasurer shall pay all regularly drawn warrants, which shall be signed by the International President and International Secretary-Treasurer.

- ii. The International President and International Secretary-Treasurer shall be authorized to permit an assistant to sign warrants in their names, provided that the International President and International Secretary-Treasurer shall at all times be responsible for every warrant drawn, either signed by them personally or on their behalf by their respective assistants.

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**SECTION 7(f).** The International Secretary-Treasurer shall be the AFM bookkeeper and shall submit to the Convention a complete statement of all assets, liabilities, income and expenses during his or her term of office, and shall allow the Finance Committee to examine all books and papers. The International Secretary-Treasurer shall make available on the members area of the AFM website copies of current AFM Bylaws, IEB policies, copies of official publications, an annual IRS form 990, DOL form LM-2 and other annual financial reports required to be filed with the government.

**SECTION 7(g).** The International Secretary-Treasurer shall be given an indemnity bond in the sum of at least \$1,000,000, together with a forgery insurance bond in the sum of \$1,000,000, the cost of which shall be borne by the AFM.

**SECTION 7(h).** Once each calendar year the International Secretary-Treasurer shall send to all Locals a “List of Locals” containing the name, number, address, jurisdiction, telephone number(s), e-mail address(es), web site address(es) and FAX number(s) of each Local, as well as the names and telephone numbers of its principal Officers.

**SECTION 7(i).** If a change of Officers occurs in any Local, the International Secretary-Treasurer shall inform other Locals of this change as soon as possible through notice in an official AFM publication.

**SECTION 7(j).** The International Secretary-Treasurer shall procure and preserve the necessary books, papers, and other documents pertaining to that office. These shall be transmitted, together with all AFM monies and securities under the International Secretary-Treasurer’s control, to his or her successor when that person is properly qualified to receive them, clear of all encumbrances.

**SECTION 7(k)i.** The International Secretary-Treasurer shall receive a basic monthly salary of \$7,398.00 adjusted on each August 1 for the cost of living difference from July 2000 to July of that year as shown by the Consumer Price Index-All Urban Consumers: U.S. All items, 1982=100 (rounded to the nearest dollar).

- ii. The adjusted monthly salary as of August 1 in the year of publication of these Bylaws shall be \$8,917.80.
- iii. The adjusted monthly salary as of August 1 in all other years shall be set forth in the Annual Report.
- iv. The International Secretary-Treasurer shall also receive all hotel and traveling expenses when traveling on AFM business outside the metropolitan area where the AFM maintains its principal office, which expenses shall be reviewed by the Executive Committee each quarter.

**SECTION 7(l).** The International Secretary-Treasurer may appoint and determine the duties of an “Assistant Secretary,” whose compensation shall be determined by the IEB. The Assistant Secretary must be an AFM member.

**SECTION 7(m).** The International Secretary-Treasurer may appoint and determine the duties of an Assistant Treasurer, whose compensation shall be determined by the IEB and who shall be given an indemnity bond in the sum of

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\$2,000,000, the cost of which shall be borne by the AFM.

**SECTION 7(n).** The International Secretary-Treasurer may employ supervisory and clerical assistance for the conduct of his or her office as the interests and developments in that office may require.

**SECTION 7(o).** The International Secretary-Treasurer shall represent the AFM at the AFL-CIO Convention as one of its Delegates.

**SECTION 7(p).** The International Secretary-Treasurer is authorized to purchase a “consolidated form, labor organization bond” covering the AFM and all its Locals, the cost of this premium to be paid by the AFM. However, the International Secretary-Treasurer shall be authorized to collect the premium costs from the Locals if at any time in the future the IEB deems this action necessary.

### *International Musician*

**SECTION 7(q).** The AFM’s Official Journal (i.e. *International Musician*) shall be issued monthly by the International Secretary-Treasurer, under the IEB’s supervision. The Official Journal shall be furnished to each AFM member at the rate of \$2 per member per year.

- i. The IEB shall make all regulations regarding advertising rates and all other matters pertaining to publishing the Official Journal. The International Secretary-Treasurer shall make a separate report to the Convention as to all matters pertaining to publishing and issuing the Official Journal.
- ii. The *International Musician*’s accounts shall be in the charge of the International Secretary-Treasurer, who shall be authorized to carry a bank account and to sign checks necessary for the Official Journal’s business. The International Secretary-Treasurer and the Assistant Treasurer shall be bonded in sufficient sums to safeguard all funds carried under the official title of the *International Musician*, the amount of the bonds to be determined by the IEB.
- iii. Locals are authorized to purchase gift subscriptions to the *International Musician* to be sent to selected people, such as newspaper editors, and to organizations and educational institutions of their choice, at one-half of the regular subscription rate.
- iv. The AFM shall, upon written request, make available to all Locals on a first-come, first-served basis, a limited number of copies of the *International Musician* for organizing and/or recruitment purposes. The cost of shipping and handling shall be paid by the requesting Local.

## International Executive Board

**SECTION 8(a).** The IEB shall consist of the International President, two Vice-Presidents, the International Secretary-Treasurer and the members of the Executive Committee.

**SECTION 8(b).** Matters not covered by the Bylaws shall be in the IEB’s discretion. The IEB shall have the power to adopt rules supplementing the Bylaws or covering any matter not contained here, as it may deem proper, in addition to determining and announcing AFM policies. These rules, matters and

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policies shall have equal force and effect with the Bylaws.

**SECTION 8(c).** The IEB may, from time to time, repeal, change, or amend any of these rules, policies, or directions.

**SECTION 8(d).** IEB shall have general supervision of all AFM matters. The IEB shall have complete jurisdiction and power of disposition of all matters and questions relating to the AFM, any of its members, or any Local, as well as complete jurisdiction and power of disposition of all matters and questions in which the AFM or any of its Locals or members may be interested or which may affect any of them.

**SECTION 8(e).** Except as provided for in Article 5, Section 28, the IEB shall negotiate all traveling and national scales subject to AFM jurisdiction. However, a Convention may make recommendations to the IEB for adjustments in these scales.

**SECTION 8(f).** All decisions, determinations, and orders made by the IEB regarding matters that must be determined before the next Convention shall have the same force as though made by an AFM Convention.

**SECTION 8(g).** The IEB may refer any of these questions or matters to a subcommittee, in which event the decision or determination of the subcommittee with respect to that matter shall have the same force and effect as though made by an AFM Convention.

**SECTION 8(h)i.** The IEB, or an IEB subcommittee, shall be eligible to hear and determine all matters concerning or affecting the AFM, its members or Locals, as well as all matters and questions of interest to the AFM, its members or Locals.

ii. Any IEB decision shall include a written statement containing the basis for that decision. Any IEB member may be excused from either participating or voting; any objection to the eligibility of an IEB or subcommittee member must be presented in writing before any action is taken on the matter in question. The determination of the IEB or subcommittee regarding any objection or question of the eligibility of any of its members shall be final and binding.

**SECTION 8(i).** The IEB or an IEB subcommittee shall have complete power to make any rules or orders that, in its judgment, may be necessary or desirable regarding any matters concerning the AFM, its Locals or members. This includes (after due notice to the Local and an opportunity for a hearing) the power to order any changes to the Constitution or Bylaws of any Local deemed necessary by the IEB as in the best interests of the AFM, the Local, or its members. Any provision in the Constitution or Bylaws of a Local that is illegal or in conflict with AFM Bylaws shall be null and void.

**SECTION 8(j).** The IEB shall decide all appeals in accordance with AFM Bylaws. In ruling on any appeal, the IEB shall include a written statement containing the basis for its decision.

**SECTION 8(k).** The IEB may decide appeals, complaints, charges, and all other matters before it or submitted to it without formal meeting or session. In its discretion, the IEB may dispense with the personal appearance of parties or witnesses and receive and consider as evidence affidavits and/or signed

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statements submitted by the parties or witnesses, giving these the weight the IEB deems proper. The IEB may prescribe and change the method and procedure for any trial or hearing. The concurrence of a majority of the IEB members in the disposition of an appeal or other matters filed with the Secretary-Treasurer shall be deemed the IEB's decision as if the decision were made in a formal or regular IEB session.

**SECTION 8(l).** IEB members shall not act upon or decide any matter or question before them by secret ballot. The approved minutes of every meeting, including a record of all votes cast by each member, shall be posted on the AFM's Web site, and shall be available in written form to any member in good standing upon request.

**SECTION 8(m).** When requested by the International President, IEB members shall conduct investigations and exercise such authority as may be conferred upon them by the International President.

**SECTION 8(n).** All documents emanating from the IEB in the transaction of its business must bear the signature of the International President or the International Secretary-Treasurer or their respective designees.

**SECTION 8(o)i.** The IEB shall hold regular meetings at least four times annually at a time and place determined by the International President. The International President shall call special meetings, designating the time and place. The IEB meetings shall continue in session for the period that the International President deems necessary. Special meetings may also be called by the petition of any five IEB members.

ii. The International Secretary-Treasurer shall post a summarized agenda of all IEB meetings on the AFM's web site in advance of each meeting. Such agenda shall include all scheduled items with the exception of those dealing with charges and trials, claims or appeals. Further, it shall not include items or requests of members and/or Locals that are deemed to be of a personal nature or that of a strictly AFM-Local relationship.

**SECTION 8(p).** It shall be the duty of IEB members to attend Conventions unless prevented by illness or other unavoidable cause.

**SECTION 8(q).** IEB members shall receive their transportation, hotel, and other incidental expenses while traveling to, attending and going from a Convention or an IEB meeting and when on an assignment from the International President or the IEB.

**SECTION 8(r).** Each Executive Committee member shall receive a monthly salary of \$1,417.00 plus the actual expenses associated with the fulfillment of the member's duties between Conventions, except as otherwise provided.

**SECTION 8(s).** Should any IEB Office become vacant between Conventions, the IEB shall fill that vacancy, provided that should the Office of Vice President from Canada become vacant between Conventions, the IEB shall consult with the Canadian Conference Executive Board prior to filling the vacancy. Should any IEB Officer request and be granted a leave of absence, all compensation for that office shall cease for the length of the leave.

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**SECTION 8(t).** A subcommittee of the Executive Committee members shall, in advance of each quarterly IEB meeting, inspect and verify the expense reports and credit card statements for the President, Vice President from Canada and Secretary-Treasurer. The subcommittee shall have the authority to receive whatever information or documentation it requires in this connection. The subcommittee shall be chosen annually by the Executive Committee members at the IEB's second quarter meeting and shall report its findings to the full IEB.

**SECTION 8(u)i.** An annual comprehensive proposed budget and projected cash flow shall be presented to the IEB prior to the third quarter IEB meeting in the year preceding the year to which the budget relates. At the same time, a three-year financial forecast (commencing with the budgeted -for year) shall be presented to the IEB. At that third quarter meeting, the IEB shall adopt a budget in which the projected operational expenses shall not exceed the projected annual income for that year.

ii. The AFM's auditor shall serve as an advisor to the IEB, shall receive copies of all the budgetary materials referred to above, shall be present at the third quarter IEB meeting, and shall provide advice on budget matters on an ongoing basis as appropriate.

iii. The IEB shall review and compare the actual expenditures with the projected cash flow throughout the year at least quarterly. No expenditure of funds in excess of those budgeted for the year shall be allowed without explicit prior IEB approval after consultation with the auditor.

iv. Prior to every convention, the IEB shall formulate and present to the Convention a Recommendation for the amount of Per Capita dues, Federation Work Dues and any other assessments on Locals or members for the period between the upcoming Convention and the following Convention. This Recommendation shall be titled "Recommendation No. 1" and listed first in the relevant issue of the *International Musician* and the listing of Recommendations and Resolutions printed in pamphlet form and mailed to all Local Presidents, Secretaries, and Delegates then known in each Convention year.

**SECTION 8(v).** The IEB shall formulate a three-year plan. The plan shall be based on available data and shall be representative of each AFM department. The plan should include goals and objectives, as well as a program to implement the plan. The plan will include a formative and summative evaluation that assesses program input and outcomes. The plan and evaluations, both summative and formative, shall be mailed to the Locals and made available to individual members upon request.

**SECTION 8(w)i.** The IEB shall establish the terms, conditions, and marketing strategy for membership drives when such drives are deemed to be in the best interest of the AFM and its Locals.

ii. The IEB shall notify all Locals of the terms and conditions governing the membership drive at least three months in advance of the date of implementation. Within 30 days of such notification, a Local opting to participate in the membership drive shall notify the International Secretary-

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Treasurer in writing of its decision to participate. Such written notification shall be in a form that the International Secretary-Treasurer shall prescribe. Local participation shall be optional.

iii. The terms and conditions applicable to the membership drive shall take precedence over all Local Bylaws, and must be adhered to by all participating Locals as a condition of participation.

### **Emeritus/Emerita Officers**

**SECTION 9(a).** Emeritus/emerita status for former AFM Officers or employees must be submitted to a Convention by the IEB or by a Delegate. This shall be done in written Resolution form setting forth the merits and reasons for that status. This status shall be subject to and may be reviewed at a subsequent Convention.

**SECTION 9(b).** A former AFM Officer or employee who has been awarded emeritus/emerita status by a Convention shall be entitled to attend all AFM Conventions and shall receive hotel and per diem equal to Convention Delegates. Provided, however, that if the former Officer or employee serves as a delegate to the Convention, the former Officer or employee shall not receive more than one reimbursement payment from the AFM.

### **Trials of Officers**

**SECTION 10.** AFM Officers may be removed from Office for conduct unbecoming their position or for inattention to the duties of their station between Conventions after a fair trial and conviction by a two-thirds vote of all the IEB on charges preferred by a Local or any IEB member. The charge(s), with specifications, shall be formulated through the International Secretary-Treasurer who shall, without unnecessary delay, forward a copy of the charge(s) and specifications by registered mail to the accused Officer for an answer, and on receipt of answer shall, as soon as possible, forward a copy of the charge(s), with specifications and the accused's answer to all IEB members. Should the accused Officer fail to answer the charge(s) within 30 days after receipt of the registered letter, the case shall be at once submitted to the IEB and its decision shall be binding until the following Convention. Should charges be preferred against the International Secretary-Treasurer, they shall be formulated through the International President under the same conditions.

## **ARTICLE 4—LOCAL CHARTERS**

### **Charter Applications**

**SECTION 1(a).** The IEB may grant a charter for a Local to 50 professional musicians who are not AFM members in any territory that is not included in the jurisdiction of a Local already organized or within a currently organized jurisdiction with the consent of the Local(s) involved. When the membership of any Local becomes less than 50 members in good standing (15 in the case of a Local chartered prior to May 1, 1948), the charter of that Local shall automatically lapse. The members in good standing of the lapsed Local shall have the right to join the Local to which the jurisdiction has been reallocated upon payment of the difference between the lapsed Local's Initiation Fee (if lower) and that of the Local with which they seek affiliation, provided that application for membership is made within 60 days. The IEB may grant a charter to a Local consisting of fewer than 50 members when the IEB finds it in the AFM's best interest.

**SECTION 1(b).** Notwithstanding anything to the contrary in Section 1(a), above, the IEB shall have the authority to charter a new Local by changing the jurisdiction of an existing Local or Locals when it deems it to be in the best interest of the AFM and the Local(s) involved. Prior to taking this action, a hearing shall be held with the affected Local(s).

**SECTION 2.** All musicians signing an application for charter must be bona fide residents of the jurisdiction granted in the issuing of that charter.

**SECTION 3.** The jurisdiction of a Local shall include the services of its members as instrumental performers as well as that of copyists, arrangers of music, or as orchestral librarians.

**SECTION 4.** The Local's charter fee shall be \$50 plus a payment of six months Federation Per Capita Dues for each member; provided, however, that if application for a charter shall be made in the months of April, May, June, October, November or December, the Federation Per Capita dues payable shall be one-half of the above amount.

**SECTION 5.** The acceptance of a charter for a Local shall constitute that Local's agreement to comply with, observe, and conform to all the provisions of the AFM Bylaws, Standing Orders, Standing or Special Resolutions, and directions of any Convention or any order or direction of the IEB or an IEB subcommittee or any duly authorized AFM Officer then in force or later made or enacted. A violation of any provisions of the Bylaws, Standing Orders, Standing or Special Resolutions, or directions shall subject the Local to expulsion at the discretion of the IEB or its subcommittee. The IEB may also, on granting a charter, impose additional conditions and require additional agreements on the part of that Local, as the IEB may deem necessary or desirable.

**SECTION 6.** No Local shall be chartered if it is wholly or in part composed of suspended or expelled members of any existing Local in good standing in the AFM.

**SECTION 7.** Before the charter is granted, the International Secretary-Treasurer shall communicate with the nearest Local, and, if objections are made by it against the granting of the charter, the matter shall be referred to the IEB for decision.

## Article 4—Local Charters

**SECTION 8.** All applications for Local charters must be made to the IEB and all charters shall require the International Secretary-Treasurer's signature and the counter-signatures of the International President and the International Vice-President.

**SECTION 9.** A charter granted to a Local must be kept open at least 30 days after date of issue, and during the time the charter is open all eligible musicians within the jurisdiction granted shall be invited through the press or otherwise to become members and shall be enrolled upon payment of the Local Initiation Fee.

**SECTION 10.** In addition to charters issued under the above provisions, the IEB may grant a non-geographic charter to 50 musicians who are not AFM members and who perform primarily as traveling musicians, if, in its opinion, these musicians have a special common interest warranting the formation of a Local and the issuance of a charter will be in the best interest of the AFM, its Locals, and its members. The members of such a Local shall be considered traveling musicians on all their engagements (other than those within a geographic Local in which they also are required to hold membership) and shall be subject to all the rules and regulations governing traveling musicians wherever they may perform, except that when members of a non-geographic Local perform in the jurisdiction of other Locals, they shall pay Work Dues only to the non-geographic Local. [See Article 9, Section 37]

**SECTION 11(a).** Other organizations may affiliate with the AFM, as provided in Section 11(b), below. They shall have their own autonomy as separate organizations and maintain their own Constitution and Bylaws, which shall not contradict AFM principles or objectives. They shall receive AFM support in all matters not contrary to AFM interests. (Affiliate status shall not apply to organizations made up of instrumental musicians, arrangers, orchestrators, copyists or librarians, by virtue of their eligibility for full membership in the AFM.)

**SECTION 11(b).** The affiliation fee for organizations as described in Section 11(a), above, shall be \$50 and the AFM dues of these organizations shall be in an amount to be determined by the IEB.

**SECTION 12(a)** In addition to charters issued under other Sections of this Article, the IEB may grant a geographic or non-geographic charter to 50 or more individuals if, in its opinion, the individuals have a special common interest warranting the formation of such a Local and the issuance of a charter will be in the best interest of the AFM, its Locals, and its members.

**SECTION 12(b).** The granting of a charter under this provision shall be subject to the following restrictions: (1) A charter shall not be granted unless the group of individuals applying for the charter is currently employed under one or more CBAs or is attempting to establish a CBA with an employer; and (2) A charter shall not be granted under this Section to groups made up of instrumental musicians, arrangers, orchestrators, copyists or librarians if they are otherwise eligible for membership in an existing Local. The members of a Local created under this provision shall be subject to all the rules and regulations governing other AFM Locals. Members of a Local created under this Section who are also instrumental musicians, arrangers, orchestrators, copyists, or librarians shall not be relieved of their responsibility to join the appropriate AFM Local that

## Article 4—Local Charters

represents instrumental musicians, arrangers, orchestrators, copyists, or librarians for work performed in any of those capacities.

### Charter Revocation

**SECTION 13.** If a Local is found guilty of violating or failing to comply with any provision of the AFM Bylaws, Standing Orders, Standing or Special Resolutions, or directions of any Convention or any order, direction, or verdict of the IEB, an IEB subcommittee, or any duly authorized AFM Officer, then the Local shall be subject to expulsion from the AFM at the discretion of the IEB or an IEB subcommittee. The International President shall carry out and execute the decision of the IEB or IEB subcommittee.

**SECTION 14(a).** No Local can dissolve, secede or disaffiliate from the AFM, or otherwise cease to exist without IEB approval.

**SECTION 14(b).** If a Local dissolves, secedes or disaffiliates, has its charter revoked or canceled, or it otherwise ceases to exist, its Officers are required to turn over all records, funds, assets, and properties to the International President or his/her representative.

**SECTION 14(c).** Under these circumstances, the IEB shall determine which Local(s) shall be assigned the jurisdiction. The IEB shall determine the distribution of all records, funds, assets, or properties to that Local(s) to assist in the maintenance of the expanded jurisdiction(s). Under no circumstances shall any Local distribute or dissipate any part of its funds, assets, or properties among its members or otherwise, in anticipation of, or preparation for, dissolution, secession, disaffiliation, or cessation.

**SECTION 15(a).** Any Local that obstructs the AFM or its Officers in enforcing AFM laws or carrying out the instructions of a Convention may, after being tried and found guilty by the IEB, have its charter revoked by the AFM authorities.

**SECTION 15(b).** The action of the IEB or its subcommittee in revocation of a Local's charter is not appealable.

**SECTION 15(c).** The IEB shall notify the members in good standing of a Local whose charter is to be revoked, surrendered, or cancelled or which seeks to dissolve, secede, or disaffiliate from the AFM at least 30 days before it approves of that action. Those members of the Local may request and shall be entitled to a hearing within 30 days of such notice in order that they may present their views to the AFM concerning the allocation of territory from their former Local. The AFM shall advise the members of their rights in this regard.

### Charges Against A Local

**SECTION 16(a).** Charges against a Local may be filed with the International President or International Secretary-Treasurer. At the discretion of the President or the IEB, the trial of these charges may be held before the IEB or a subcommittee thereof. The trial shall include, at the discretion of the trial body, either (1) the production of witnesses and the taking of testimony before it, or (2) the submission to the trial body of affidavits or other written proof or documents in support and in defense of the charges.

## Article 4—Local Charters

**SECTION 16(b).** A copy of the charges together with notice fixing the time and manner of the trial (either by the taking of oral testimony or the submission of the respective parties' written proof) shall be served upon the accused Local. This service shall be made by mailing a copy to the Local, at the address appearing in the International Secretary-Treasurer's records, or delivering a copy to one of the Local Officers in person. Each member of the trial body shall be deemed eligible to participate and decide all matters presented, and they may all participate but need not all vote on the disposition of the charges.

**SECTION 16(c).** Any one or more of the trial body may be excused from either participating or voting. Any objection to the qualifications or eligibility of any trial members must be presented in writing before any hearing or submission. The trial body's determination with respect to the eligibility or qualifications of any of its members shall be conclusive and final.

**SECTION 16(d).** In the event that the accused Local fails to appear or answer, the trial body shall proceed to determine the charges upon the written or oral proof submitted to it.

**SECTION 17.** The provision of this Article referring to the trial of charges against a Local shall not apply to a Local failing to pay its Federation Per Capita Dues to the AFM. For non-payment the Local is subject to the suspension or revocation of its charter without trial.

## Geographic Jurisdiction Changes

**SECTION 18(a).** The IEB shall have the authority to merge Locals when it deems it to be in the best interest of the AFM and the Locals involved, provided that a hearing is held in advance of the merger decision being made, at which hearing interested parties and people may appear.

**SECTION 18(b).** In addition, two or more Locals desiring to merge may jointly petition the IEB for a merger and the IEB may grant the petition under such conditions as it finds necessary if it deems a merger to be in the AFM's best interest. The IEB shall not consider joint merger petitions from Locals unless the memberships of all affected Locals have approved the merger proposal in advance of the petition.

**SECTION 18(c).** The International Secretary-Treasurer shall immediately announce all mergers through a posting on the AFM website and through notice in the next regularly scheduled *International Musician* and *Officer's Edge* following the merger.

**SECTION 19.** The IEB shall have the authority to change the jurisdictional boundaries of Locals when it deems it to be in the best interest of the AFM and the Locals involved.

**SECTION 20.** Two or more Locals desiring a change in their jurisdictional boundaries may jointly petition the IEB for the change provided that the affected Locals are afforded a hearing in advance of changes being made in the jurisdictional boundaries.

## **ARTICLE 5—LOCALS’ RIGHTS AND DUTIES**

### **Minimum Operational Requirements**

**SECTION 1(a).** Locals shall be required to adopt as part of their Local Constitution and Bylaws a provision to the effect that the Local Constitution and Bylaws shall be subject and subordinate to the AFM Bylaws and amendments and providing further that wherever conflict or discrepancy appears between the Local Constitution and Bylaws and the AFM Bylaws and amendments, the latter shall prevail.

**SECTION 1(b).** The Bylaws of each Local must contain provisions permitting amendments to the Local’s Constitution and/or Bylaws to be made at least annually in accordance with guidelines promulgated by the IEB. A two-thirds majority of the members voting shall be the maximum vote that can be required to amend a Local’s Constitution and/or Bylaws. Any Local Bylaw inconsistent with this Section shall be null and void.

**SECTION 2.** Locals are encouraged to provide an information folder to traveling and new members giving data regarding engagement opportunities, lodging and restaurant facilities, instrument repair, and related items of interest.

**SECTION 3.** A Local may adopt regulations governing the use by its members of electronic and mechanical devices that duplicate the sounds of traditional musical instruments. In order to enforce these regulations against traveling members performing in its jurisdiction, the Local must comply with the following:

- (1) The regulations must be non-discriminatory and consistently enforced.
- (2) The regulations must be approved by the International President’s office.

**SECTION 4.** Any Local that has the headquarters of a local chapter of any Player Conference with official AFM status within its jurisdiction shall, at no additional expense to the members involved other than their regularly imposed Initiation Fees, periodic dues, and Work Dues pay the reasonable and necessary expenses of sending one Delegate from each such local chapter to the annual meeting of the national or international conference with which the chapter is affiliated.

**SECTION 5.** The Local Secretary or any person authorized by the Local to handle its funds (either Local or AFM funds), including escrow and other funds, shall be bonded under a “consolidated form, labor organization bond” purchased by the AFM subject to Article 3, Section 7(p), Duties of Officers.

**SECTION 6.** The Local Secretary shall provide monthly to the International Secretary-Treasurer, in a manner and form approved by the IEB, an update of the Local’s membership roster.

**SECTION 7.** The Secretary of a new Local shall furnish an alphabetical list of members, arranged by the towns in which they live, within 30 days after the charter is closed, and then shall comply with the provisions of this Article.

**SECTION 8.** The Local Secretary shall transmit the following information to the International President’s office within 30 days after adoption or completion:

## Article 5—Locals' Rights and Duties

- (1) Changes in the Local's Constitution and Bylaws;
- (2) Changes in the Local's wage scales;
- (3) Reports on the results of the Local's elections;
- (4) Changes in information included in the "List of Locals" including the street address of the Local;
- (5) Copies of the Local's U.S. Department of Labor Report (LM-2 or LM-3), where applicable;
- (6) Copies of the Local's official publications.

**SECTION 9.** In any calendar year a Local must call at least three membership meetings and hold at least four Executive Board meetings. A Local charter shall be subject to cancellation by the IEB if the Local fails to meet either of these minimum meeting requirements.

**SECTION 10.** Each Local shall have the responsibility and obligation to collect Work Dues as provided for in Article 9, Section 32, and Article 5, Sections 56, 57, and 58, from all members performing services subject to these Work Dues within its jurisdiction. Failure to make a reasonable effort to collect all Work Dues from its members shall subject the Local to action by the AFM.

**SECTION 11.** Each Local shall maintain visibility sufficient to be easily identified and located by all musicians in its jurisdiction and the general public. The AFM shall assess each Local's compliance based on the jurisdiction's music industry activity, available Local resources, location, and any other criteria the AFM deems relevant. Effective January 1, 2006, all correspondence and/or publicity circulated by a Local shall bear the AFM seal, the acronym "AFM," or the words "American Federation of Musicians of the United States and Canada" along with Local identification.

**SECTION 12.** Each Local shall conduct an orientation program for new members. The AFM shall develop, maintain, and update supplementary material to assist each Local in this regard.

**SECTION 13.** Each Local shall have at least one representative whose duties shall include communicating with musicians who perform in that Local's jurisdiction for the purpose of securing such musicians' support of and participation in the attainment of the membership's collective goals as set forth in Article 2.

**SECTION 14.** Each Local shall maintain a permanent business office with regular hours of operation to assure musicians and the general public of the viability and professionalism of such Local. The Local's office must be located in the jurisdiction of the Local.

**SECTION 15.** Each Local shall actively participate in an employment referral or booking program.

**SECTION 16.** Each Local shall disclose pertinent information to its members in the following manner and form:

## Article 5—Locals' Rights and Duties

- (1) An annual financial statement compiled from an appropriate financial bookkeeping system, which shall be printed and made available to all Local members and mailed to the International President's office.
- (2) A Local newsletter, published and mailed or e-mailed to all Local members and the International President's office at least three times annually.
- (3) Amended Bylaws, published and distributed at least once every five years to all Local members and to the International President's office. Between publications, all Bylaws changes shall be published in the Local's newsletter.
- (4) A Roster of Members and Local Scales (Tariff of Fees), which shall be reviewed, revised, published and made available to all Local members at least once every three years. Copies of the revised publication(s) shall be forwarded to the International President's office and to all Locals within a radius of 100 miles (160 km). Between publications, all changes shall be published in the Local's newsletter.

**SECTION 17.** Each Local shall pay a wage or honorarium to its chief executive Officer and chief administrative Officer.

**SECTION 17(a).** In the event any claim is asserted (other than a claim by the Local) against any current or former Local Officer based on the Officer's actions authorized by the board, or the governing documents of such Local, the Local shall defend and indemnify such Officer to the extent permitted by law.”

**SECTION 18.** Each Local shall be actively affiliated with at least one AFM Regional Conference. Active Conference affiliation includes paying annual dues to the Conference and having a representative from the Local selected in accordance with the Local's Bylaws attending at least one meeting of the Conference annually. If the Local has no provision for designating a representative or if the Local's designated representative is unavailable to attend, the Local Executive Board shall appoint a representative.

**SECTION 19.** Each Local shall have at least one duly elected delegate attend the International Convention. (See Article 17, Section 4(a).)

**SECTION 20.** All AFM Locals, on or before January 1, 2006, shall have computer access, including Internet and e-mail capability, and a Local Officer registered on the AFM websites with a valid e-mail address as a means of communicating with the AFM.

**SECTION 21.** Any Local that fails to institute the minimum procedures and services mandated by Article 5, Sections 11 through 20 shall be given written notice by the International President's office. Upon receipt of such notice, the Local shall, within 30 days, offer proof of compliance or request assistance, where needed, of its International Representative.

- (1) With the recommendation of its International Representative, a Local may be provided with an additional 60 days from receipt of written notice to institute the minimum procedures and services mandated by Article 5, Sections 11 through 20.

## Article 5—Locals' Rights and Duties

(2) Failure to institute the minimum procedures and services shall result in the institution of proceedings as set forth in Article 5, Section 22 for removal of Officer(s).

(3) The IEB may grant exceptions or variations from the minimum procedures and services in special cases of extreme and unreasonable hardship.

**SECTION 22(a).** The International President may suspend or remove from office any Local Officer for: neglect of duty; or for interference with or violation of any of the Bylaws or any Convention, Presidential, or IEB orders or directions or the purposes, objects, or affairs of the AFM.

**SECTION 22(b).** The International Secretary-Treasurer's office shall be notified and shall, without unnecessary delay, forward a copy of the charge(s) and specifications by registered mail to the accused Officer for reply. Upon receipt, the accused Officer shall submit a reply within 15 days. Should an accused Officer fail to answer the charge(s) within 15 days after receipt of the registered letter, the action of the International President shall stand.

**SECTION 22(c).** If a reply is received from the accused Officer within the time limit, the International Secretary-Treasurer shall then forward copies of the charge(s) and specifications and the accused Officer's reply to the IEB. If the accused Officer replies with a request for a hearing, the International President shall appoint one or more hearing Officers from the IEB to conduct the hearing and provide the International Secretary-Treasurer with a transcript of the proceedings, which shall be incorporated into the record. The International President, having filed the charge(s), may participate in the presentation of any evidence but may not participate in or be present during deliberations. The IEB shall consider the entire record and render a decision as soon as practicable. The IEB's decision shall be final and binding.

**SECTION 22(d).** Upon the removal of any Local Officer, the vacancy created shall be filled in accordance with the Bylaws, Rules, and Regulations governing the Local.

## Local Elections

**SECTION 23.** All Local Officers must be nominated and elected in conformity with Local and AFM Bylaws and, except for Canadian Locals, in conformity with the Labor-Management Reporting and Disclosure Act of 1959, as amended. All Delegates and alternate Delegates to AFM Conventions must be nominated and elected in conformity with Local and AFM laws and in conformity with the Labor-Management Reporting and Disclosure Act of 1959, as amended. In elections of Local Officers, Convention Delegates, and alternate Delegates, no vote shall be counted for a person who has not been duly nominated. A quorum is not required for such nominations/elections to take place.

**SECTION 24(a).** A member of any Local who is entitled to vote at a Local election may challenge any matter relating to the nomination and election of Local Officers and/or Convention Delegates and alternate Delegates after the election by filing a challenge with the Local Secretary or other person or body

## Article 5—Locals' Rights and Duties

designated by the Local Bylaws within 10 days after the election. The challenge shall be in writing, setting forth the exact nature and specifications of the challenge and how the election was affected. The Local Executive Board or other person or body designated by the Local Bylaws shall, within 15 days of receipt of a challenge, meet and decide the challenge and determine the appropriate remedial action if the challenge should be ruled valid. The Local decision shall be appealable to the International President, in writing, within 10 days of the appellant being advised of the decision.

**SECTION 24(b).** The International President, or his/her designee, shall have the authority to decide the appeal and to order and direct appropriate remedial action should the appeal be sustained. The actions of the International President's Office in these matters shall constitute the exhaustion of union remedies. The procedure specified above shall be the exclusive procedure to be utilized for challenges involving the nomination and election of Local Officers and/or Convention Delegates and alternate Delegates. Any of the above specified time limits may be extended for good cause by the International President, or his/her designee.

**SECTION 25.** Any Local Constitution or Bylaws provision containing restrictions upon the length of service or the number of terms in office of elected Local Officers, or unlawful restrictions as to the eligibility for nomination to hold office, shall be null and void.

**SECTION 26.** If a Local's Bylaws do not provide for the filling of vacancies in office between elections of Officers, the vacancies shall be filled by appointment by the Local Executive Board.

## Collective Bargaining

**SECTION 27(a).** All AFM members, by virtue of their membership, authorize the AFM and its Locals to act as their exclusive bargaining representative with full and exclusive power to execute agreements with employers governing terms and conditions of employment. The AFM, by entering into CBAs, does so for the benefit of all AFM members, and each member is bound by the CBA's terms.

**SECTION 27(b).** A Local enters into CBAs for its members and for AFM members who perform within the Local jurisdiction. Each Local member and each AFM member who performs within its jurisdiction is bound by the Local CBA's terms. Similarly, the AFM licenses and enters into agreements with booking agents for the benefit of all AFM members and each member is bound by the terms of these agreements.

**SECTION 28.** A Local may represent or seek to represent musicians for collective bargaining purposes only for employment based primarily in that Local's jurisdiction except as provided by Section 29, below. A Local desiring to initiate an organizing campaign among a unit of musicians for employment based primarily in another Local's jurisdiction must first obtain the other Local's permission to commence that organizing campaign, and ultimately must obtain the IEB's approval pursuant to Section 29, below. A Local found guilty of failing to obtain the permissions referred to above shall pay actual damages, if any, and be subject to a fine of not less than \$50 nor more than \$10,000.

## Article 5—Locals' Rights and Duties

**SECTION 29(a).** The IEB may authorize a Local to negotiate and enter into an agreement with an employer based in the Local's jurisdiction covering employment outside the Local's jurisdiction. Upon the Local's request, the International President shall provide assistance to the Local in conducting these negotiations. The Local shall notify the AFM of the contract expiration date 90 days in advance. Authorization may be rescinded prior to the extension of the agreement or the negotiation of a successor agreement, if in the IEB's opinion, rescission would be in the best interest of the musicians who perform or who would perform services under the agreement.

**SECTION 29(b).** The IEB may authorize a Non-geographic Local (as defined in Article 4, Section 10) to negotiate and enter into an agreement with an employer who is based in a geographical Local's jurisdiction when, in the determination of the IEB, such authorization is in the best interest of the Federation and the employer employs solely musicians who hold in common the special interest for which the Non-geographical Local was chartered. The affected Local shall be notified in writing by the Non-geographic Local not less than 7 days in advance of any such request.

**SECTION 30.** Notwithstanding any other provision of these Bylaws and upon good cause shown, the IEB shall have the authority to assign collective bargaining rights from one Local to another. Such assignment shall be done in accordance with applicable labor law and with a procedure established by the IEB. Such procedure shall include:

- (1) Consultation with the current signatory Local;
- (2) Approval of the Local to which the collective bargaining responsibilities are being assigned;
- (3) Approval of the affected bargaining unit by secret ballot majority vote;
- (4) Agreement of the signatory employer if required by law or contract.

**SECTION 31(a).** In keeping with Article 22, Section 12, the International President may give assistance to a Local attempting to organize musicians within its jurisdiction in order to bargain collectively with the musicians' employer(s), when requested to do so by the Local.

**SECTION 31(b).** When, following investigation, the IEB determines that a Local is either unwilling or unable to organize musicians within a geographic area of the Local, the International President shall have the authority (with the IEB's approval) to administer temporarily that geographic area for a one-year period in order to organize musicians employed within the area for the purpose of bargaining collectively with the musicians' employer(s). During that one-year period, all Work Dues, membership dues, fees and other assessments otherwise owed to the Local by musicians performing in the area shall be collected and retained by the AFM and all such members shall be considered members of the AFM at large. At the end of the one-year period, the membership of all affected musicians shall revert to the Local. Upon the International President's recommendation, the IEB may extend the temporary administration of the area in one-year increments.

## Article 5—Locals' Rights and Duties

**SECTION 32.** Locals shall submit any CBA to the AFM members who are affected by it for ratification by a majority vote of those AFM members in good standing determined to be eligible to ratify the agreement. In the event of a ratification held by meeting and secret ballot, there shall be no proxy or absentee ballots. If it is necessary to hold a ratification by mail, then all voting shall be by mail ballot. A majority of those eligible members who cast ballots shall be sufficient to ratify the agreement. In the event the Local and/or the AFM are unable to identify a bargaining unit for purposes of ratification, the International President or the Vice-President from Canada, as is appropriate, may empower the Local Executive Board to ratify the Agreement.

**SECTION 33(a).** Any CBA negotiated or renegotiated by the AFM or a Local or any negotiated extension of an existing agreement for a period of more than six months beyond its expiration date shall be subject to a secret ballot ratification by the eligible members who have worked under the previous agreement. A majority of those eligible members who cast ballots shall be sufficient to ratify the agreement. The eligibility requirements and ratification voting procedure shall in each case be determined by the IEB, or the Local's Executive Board, as the case may be.

In the event that a list of eligible members cannot be reasonably established, this requirement shall not apply, and the IEB or the Local's Executive Board, as the case may be, shall be empowered to ratify the agreement.

**SECTION 33(b).** In the case of AFM-negotiated agreements, the IEB shall also be empowered to ratify amendments that are of the nature of technical corrections, incidental improvements, or experimental formulas provided the period of time during which the amendment is to be in force does not exceed 15 months.

**SECTION 33(c).** The AFM or Local, as the case may be, shall keep accurate and up-to-date lists of all musicians who are eligible to ratify the agreements as specified in Section 33(a) of this Article. Furthermore, if there is a dissenting opinion emanating from members of the negotiating committee, the dissenter(s) shall have the right to prepare a minority report at their own expense and have it included as part of the ratification materials presented to those members eligible to vote on the contract.

**SECTION 34.** Prior to a Local becoming involved in a strike, the Local shall receive strike authorization from the bargaining unit by a majority of those casting valid ballots in a secret ballot vote and shall notify the International President's office of the contemplated action, setting forth the action contemplated and the nature of the difficulty.

**SECTION 35.** The AFM and any Local may enter into a collective or trade agreement relating to the rendition of musical services for a period exceeding five years only with IEB authorization and approval.

**SECTION 36.** A Local may negotiate a minimum number of musicians for engagements under a Local collective bargaining agreement.

## Article 5—Locals' Rights and Duties

**SECTION 37.** All Locals are urged, either through collective bargaining, participation agreement or single engagement pension form, to negotiate employer contributions to the AFM-EP Fund (U.S.) or the AFM-EPW Fund (Canada) on all engagements, where practicable and feasible.

**SECTION 38(a).** In representing members of symphonic orchestras (as defined in Article 14) for purposes of collective bargaining with their employers, Locals shall provide, at no additional expense to the members involved other than their regularly imposed Initiation Fees, periodic dues, and Work Dues, at least the following services: (1) competent representation in negotiations as the situation requires and the orchestra members may reasonably request; (2) continuing contract administration, including the handling of grievances and arbitration; (3) all reasonable and necessary out-of-pocket expenses (e.g., photocopy and telephone) incurred by the orchestra committee in assisting the Local in negotiations and contract administration; (4) the reasonable and necessary expenses of sending one Delegate to the appropriate annual Conference of ICSOM, OCSM/OMOSC, or ROPA, if applicable. The Symphonic Services Division in the International President's office and the Canadian Office shall supervise the Locals' responsibilities in this regard, including making determinations concerning the adequacy and suitability of representation furnished for negotiations, and shall render whatever assistance it deems necessary.

**SECTION 38(b).** In the event that a Local does not or cannot provide the services set forth above in a satisfactory manner, or upon the request of the Local or the members of an orchestra for reasonable cause, the International President (after consultation with the Local and the members involved) shall have the authority to take either of the following actions:

1. Appoint a representative who shall act as a mediator and shall work to resolve any differences that may exist between the Local and its bargaining unit (the Orchestra Members); such representative, acting as mediator, shall so act at the direction of the International President, who shall consult with the International Executive Board, and the Local Officers on these issues. Any costs shall be paid by the Federation out of the Symphonic Work Dues paid to the Federation by the Local.
2. Place the orchestra in an Orchestra Service Program (“OSP”) established and maintained under IEB supervision. The OSP shall provide those services and such other assistance as the IEB may deem necessary in the situation at a cost to the Local of 2% of the scale wages received by the orchestra members under their CBA. If the Local Work Dues payable by the members of an orchestra placed in OSP are less than 2%, the Local Work Dues rate payable by the members working under that orchestra's CBA shall be automatically increased to 2%.

**SECTION 39.** All Locals having symphonic orchestras as defined in Article 14, Section 1, shall recognize orchestra committees, elected by the orchestra, to serve as liaison between the orchestra players and the Local.

**SECTION 40.** A copy of all contracts and trade agreements between a Local and a Symphonic society shall be filed by the Local with the International President's office.

## Article 5—Locals' Rights and Duties

**SECTION 41.** Members of a Local who are contractors, personnel managers, or who perform other supervisory duties for an employer with whom the Local has a CBA shall not be eligible to serve on the negotiation and/or grievance-arbitration committee. In addition, they shall not be permitted to participate in any membership meeting or portion of a meeting in which collective bargaining negotiations or contract administration issues are discussed notwithstanding the fact that they may also perform musical services for the employer and may be a member of the affected bargaining unit. However, the members shall be permitted to participate in any contract ratification vote, as long as they are otherwise eligible.

### Conflicts of Interest

**SECTION 42(a).** No Officer, business agent, employee, or committee member of a Local who is involved in booking, contracting, or engaging AFM members to perform musical services shall:

- (1) use that position, or any information received in an official capacity, including referrals, contracts, or engagement reports received by or filed with the Local, to solicit or obtain business for the performance of musical services from which that individual would personally benefit; or
- (2) participate in the establishment of wage or price scales, or minimums, established by the Local for Local members engaged in the same music industry field as the one in which that individual books, contracts, or engages musicians; or
- (3) set or promulgate any wage scale or other term or condition of employment not previously established in accordance with the Local's Bylaws for musical services in the same music industry field as the one in which that individual books, contracts, or engages musicians; or
- (4) participate in the negotiation, ratification, or administration of CBAs with employers of Local members engaged in same music industry field as that individual; or
- (5) participate in the hearing of, or deliberation upon, any claims filed against any member, or purchaser of the services of any member, engaged in the same music industry field as that individual; or
- (6) participate in the hearing of, or deliberation upon, any charge against any member that arises from an engagement in which that individual was involved in any way; or
- (7) retaliate against any AFM member who brings a good faith charge under Article 5, Section 41 or takes an action to enforce Article 5, Sections 41 or 42.

**SECTION 42(b).** All elected Officers, elected business agents, appointed employees, and committee members shall comply with all AFM and Local Bylaws, rules, and regulations pertaining to the duties and responsibilities of people who book, contract, or engage AFM members to perform musical services.

**SECTION 42(c).** A charge of alleged violation of any provision of this rule and regulation shall be filed with the International Secretary-Treasurer and shall be tried by the IEB, an IEB subcommittee appointed by the International President, or a referee appointed by the International President.

## Article 5—Locals' Rights and Duties

**SECTION 42(d).** A member found guilty of a violation of any provision of this rule and regulation may be punished by a fine of not less than \$10 nor more than \$1,000; by expulsion; or by removal from office or position and/or disqualification from serving as an Officer or in a position with a Local in the future, all in the IEB's sole discretion.

**SECTION 42(e).** An elected Local Officer who is also a member of a bargaining unit represented by the Local shall not be disqualified from deliberating or voting upon any issue that affects that bargaining unit.

**SECTION 42(f).** It is not the intent of this policy to deprive elected Officers, elected business agents, appointed employees, or committee members who are predominantly engaged in the music industry as sidemusicians and who only sporadically or minimally engage, book, or contract for Local members of the opportunity to perform the functions outlined in the policy or to deprive the Local of their services in performing the functions outlined in this policy. In interpreting this policy, the IEB shall be guided by the declaration in the foregoing paragraph.

**SECTION 43.** No Local Officer shall serve in the position of Personnel Manager for an employer/engager of musicians in the Local's jurisdiction. No Local Officer, except in Canada, shall serve in the position of a contractor of musicians in the musical theatre field.

**SECTION 44.** A Local shall exclude an AFM member from participating in the creation, amendment, negotiation, or enforcement of Local CBAs or Local scales if the member is an employer who is affected by the Local CBA or scales under consideration or is employed as a supervisor by an employer who is affected by the Local CBA or Local scales under consideration. The AFM shall have the responsibility of enforcing this provision as it relates to the creation, amendment, negotiation, or enforcement of AFM CBAs or AFM scales. The IEB shall develop and maintain policies and guidelines to implement this provision.

### Fees, AFM Affiliation

**SECTION 45.** Each Local and each AFM member shall pay to the AFM the dues, fees, assessments, and fines that are provided for in these Bylaws.

**SECTION 46.** In the event the AFM initiates a lawsuit to collect any financial obligation owed to the AFM by a Local and the court rules in favor of the AFM, the delinquent Local shall reimburse the AFM for any reasonable attorney's fees and all costs, fees, and expenses incurred by the AFM in connection with the lawsuit. In the event the AFM uses the services of a collection agency to enforce a financial obligation owed to the AFM by a Local, the delinquent Local shall, in addition to paying off its indebtedness, with or without a judgment entered by a court, also reimburse the AFM for any and all costs and expenses incurred and reasonable attorney's fees, where applicable.

**SECTION 47(a).** Each Local shall pay to the AFM Per Capita Dues at the rate of \$54 per annum for each Regular, Student and Youth member and \$38 per annum for each Life member in good standing with the Local.

## Article 5—Locals' Rights and Duties

Effective January 1, 2008, each Local shall pay to the AFM Per Capita Dues at the rate of \$56 per annum for each Regular, Student, and Youth member and \$40 per annum for each Life member in good standing with the Local. Federation Per Capita Dues shall include the subscription fee of \$2 for the Official Journal and a contribution of 10 cents to the Lester Petrillo Memorial Fund as required to maintain the Fund at a balance of no less than \$500,000.

**SECTION 47(b).** A Local may, at its option and subject to IEB approval, establish a special classification of Inactive Life Members who shall pay dues to the Local at a reduced rate that the Local may determine. Those Life Members who opt for this Inactive status shall have all the rights and privileges of active members except that they shall not be allowed to vote or hold office. In addition, they may be limited in the amount of professional musical activities in which they may participate in such a way and to such an extent as the Local may determine appropriate. The Local shall pay to the AFM Per Capita Dues at the reduced rate of \$32 per annum for each Inactive Life Member in good standing with the Local.

Effective January 1, 2008, each Local shall pay to the AFM Per Capita Dues at the rate of \$34 per annum for each Inactive Life member in good standing with the Local.

**SECTION 47(c).** Each Local shall pay Federation Per Capita Dues quarterly based on the membership in good standing of each Local as of March 31, June 30, September 30 and December 31 of each year. Payments of Federation Per Capita Dues for such respective periods shall be made by check, draft or postal or express money order payable to the AFM not later than April 30, July 31, October 31 and January 31 of each year. Payments postmarked after April 30, July 31, October 31 and January 31 shall be subject to a penalty in the amount of 2% per month or fraction of a month computed from April 30, July 31, October 31 and January 31.

**SECTION 47(d).** If a Local requests forgiveness of delinquent Federation Per Capita dues and/or accrued penalties thereon, and presents financial evidence of its inability to make such payments, the IEB may, after examination of the Local's evidence, and such other investigation as it deems necessary, at its discretion waive or defer such payments in whole or in part.

**SECTION 47(e).** A Local in arrears one quarterly payment of Federation Per Capita Dues and/or Federation Initiation Fees (FIF) or in arrears three months in reporting and/or forwarding Federation Work Dues collected to the International Secretary-Treasurer shall not be allowed representation at the Convention. A Local in arrears two quarterly payments of Federation Per Capita Dues and/or Federation Initiation Fees (FIF) to the International Secretary-Treasurer may have its charter revoked by the IEB if it fails to pay the delinquent Federation Per Capita Dues within 60 days of written final notice of its delinquency from the IEB. Upon revocation of the charter, the IEB shall be authorized to assign the jurisdiction to an adjacent Local or Locals.

## Article 5—Locals' Rights and Duties

**SECTION 47(f).** A Local in arrears six months in reporting or forwarding Federation Work Dues or Federation Initiation Fees shall be given a final notice by the International Secretary-Treasurer. If the Local fails to forward Federation Work Dues or Federation Initiations Fees within 60 days after such final notice, the matter shall be referred to the International President, who shall be empowered to suspend or remove the Local Officer(s) responsible for such failure, in accordance with the provisions of Article 5, Section 22.

**SECTION 48.** The FIF shall be paid by each member subject to it and collected by the Local the member joins at the time of affiliation, whether or not the member pays the LIF in installments. The Local shall forward the FIF to the International Secretary-Treasurer together with a report (in a form that the Secretary-Treasurer shall prescribe) not later than the 15th day of the month immediately following the member's affiliation. The form shall include the member's name, address, U.S. Social Security or Canadian Social Insurance number, and prior AFM affiliations. Locals remitting FIF payments after a grace period of 15 days shall be subject to a penalty in the amount of 2% per month or fraction of a month computed from the end of the grace period.

**SECTION 49(a).** In circumstances where a Local is engaging in a membership drive or attempting to organize musicians for the purposes of (1) representing them in collective bargaining with their employer(s), or (2) conducting an organizing drive within an existing bargaining unit represented by the Local, the IEB shall have the authority to waive the FIF for applicants for membership as required by Article 9, Section 2, provided that the Local must first seek and obtain IEB permission to waive its LIF.

**SECTION 49(b).** The Local, if it wishes, may also seek permission from the IEB to waive its Local periodic dues for a specified period of time in connection with a membership or organizing drive, in accordance with Article 5, Section 54.

**SECTION 50.** Any money paid by Locals to the AFM shall be transmitted by check, draft, postal money order or express money order made payable to the American Federation of Musicians.

### Local Dues And Fees Authorities

**SECTION 51.** Each Local may impose the dues (whether regular, periodic, or based upon earnings), fees, and assessments that shall be lawfully adopted by the Local, subject to the following conditions and limitations:

**SECTION 52.** Every Local shall increase periodic membership dues for all Regular, Youth, Student, Life, and Inactive Life members by amounts as follow:

- \$2.00 per annum for calendar year 2008

Any Local that believes that it is able to absorb the Per Capita increase provided for in Sections 47 as amended at the 97<sup>th</sup> Convention without increasing its periodic membership dues may petition the IEB for a waiver of this provision.

## Article 5—Locals' Rights and Duties

**SECTION 53.** All Local Bylaws and Resolutions that provide for increases or decreases of dues, assessments, and Initiation Fees shall be enacted only by majority vote of the members in good standing voting by secret ballot at a general or special membership meeting after reasonable notice of the intention to vote upon the question or by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.

**SECTION 54.** No Local shall decrease the rate of its LIF, its Local periodic dues, or its Local Work Dues without prior IEB consent. No Local shall impose an LIF in excess of \$200.

**SECTION 55(a).** Regardless of Local Constitutions, Bylaws, Rules, or Regulations that provide otherwise, each Life Member of a Local shall be required to pay to the Local regular periodic dues in an amount at least equal to the Federation Per Capita Dues as set forth in Section 47(a) of this Article, plus not less than 25% of the amount of the Local's regular periodic dues and all assessments in excess of the Federation Per Capita Dues required to be paid by non-Life Members.

**SECTION 55(b).** Based upon a properly constituted vote of its membership, a Local may establish a Life Membership category. The minimum requirements for Life Membership in any Local shall be 65 years of age and 35 consecutive years of AFM membership, however, a Local may establish higher thresholds for attaining Life Membership status, (i.e., age greater than 65 years; more than 35 years of consecutive AFM membership, or the requirement that the requisite years of AFM membership be attained within the specific local).

**SECTION 56(a).** In addition to any Work Dues required pursuant to Article 9, Section 32, Locals may impose additional Work Dues on scale wages earned.

**SECTION 56(b).** The maximum amount of Work Dues payable by traveling members (as defined by the IEB in connection with the establishment and maintenance of the minimum scales for traveling members) for performing services on a Traveling Engagement in a motel, hotel, cocktail lounge, restaurant, tavern, nightclub, or similar type of establishment within the jurisdiction of a Local of which they are not members and where there is no existing CBA to which the Local is a signatory covering the engagement, shall not be more than 3% of the scale wages earned.

**SECTION 56(c).** The maximum amount of Work Dues payable by traveling members for all types of engagements shall not be more than 4% of the scale wages earned.

**SECTION 56(d).** The maximum amount of Work Dues payable by any Local members for performing services within the jurisdiction of a Local of which they are members shall not be more than 5% of the scale wages earned, except as noted in Section 59 below or except as otherwise provided by the IEB in connection with Article 9, Section 40(b).

**SECTION 56(e).** No greater rate of Work Dues shall be imposed upon traveling members for services performed within the jurisdiction of a Local of which they are not members than the rate imposed upon a Local member for the same

## Article 5—Locals' Rights and Duties

classification of services.

**SECTION 57.** A Local may, at its option and subject to membership approval, establish a Referral Program with a special classification in the Local Scales (Tariff of Fees). All engagements obtained through the Local Referral Program, for Local or traveling members, may then be subject to Work Dues at a rate no higher than 10% of scale wages earned.

**SECTION 58.** For employment under a Local-negotiated Agreement covering theatrical employment where the members in the bargaining unit have voted to participate in the Theater Defense Fund, the Local shall collect Work Dues in the amount of  $\frac{1}{2}\%$  to be remitted to the AFM for payment to the Theater Defense Fund.

**SECTION 59.** The Local where the services were performed (unless provided otherwise in these Bylaws) shall collect the Federation Work Dues along with its Local Work Dues. The Local shall forward to the International Secretary-Treasurer all Federation Work Dues collected during each month on or before the 15th day of the following month, together with a report in a form that the Secretary-Treasurer shall prescribe. Payments forwarded after a grace period of one month shall be subject to a penalty in the amount of 2% per month or fraction of a month computed from the end of the grace period.

### General

**SECTION 60.** The IEB shall exercise supervision over the price lists of all Locals, and upon finding that the price list and working conditions in force in any Local are detrimental to other Locals, the IEB shall be empowered to adjust the objectionable sections.

**SECTION 61.** All Locals must enforce all verdicts rendered against the Local's members for violating the AFM Bylaws or rules and regulations. Locals failing to comply with this provision shall be held responsible for all fines assessed against the Local's members.

**SECTION 62.** A Local shall have the right to investigate all engagements played in its jurisdiction by its own members or by members of any other Local.

**SECTION 63.** Locals must require members who use professional names to register the names with the Local. Locals must also require all U.S. members to register their Social Security number and all Canadian members to register their Social Insurance number.

**SECTION 64.** All Locals are urged to assist members in obtaining a medical benefit plan.

**SECTION 65.** It is the duty of Locals to protest competition from bands or orchestras organized by public, private, or fraternal institutions. However, if bands accompany their own organization or institution, it does not constitute competition.

**SECTION 66.** A Local shall not abridge the rights of a member to render exclusive services to an employer.

## Article 5—Locals' Rights and Duties

**SECTION 67.** Each Local shall regulate the form of notice of termination of engagement between its own members. Exempt from this provision are Traveling Engagements under AFM jurisdiction.

**SECTION 68.** If a Local sends a check to the AFM in payment of an amount due the AFM and the check is unpaid or protested, then the offending Local shall be subject to a \$35 fine, and payment of all charges incurred.

**SECTION 69.** Prior to proposing or taking any position relative to any state, provincial, or federal legislation that may affect the music industry, the AFM, or any of its Locals, a Local must advise the International President's office of its intent to take action.

### Trusteeship

**SECTION 70.** Whenever the IEB has substantial reason to believe that a Local, or the Local's Officers or members, are (1) acting in violation of the AFM Bylaws, (2) disobeying a lawful order of the Convention, the IEB, or the International President, (3) mismanaging the Local's financial affairs or otherwise conducting the affairs in a fiscally unsound manner, or (4) engaging in any activity or course of conduct detrimental to the welfare or interests of the AFM or the Local, the IEB may place the Local in Trusteeship.

**SECTION 71.** Trustees shall be appointed by the International President. They shall take immediate charge of the Local's affairs and shall take possession of all the Local's funds, books, papers, and other property and shall tender a receipt for them. They shall institute any necessary action to recover money or other Local properties. They shall hold the Local's funds and property in trust for the Local's exclusive benefit and shall expend them only to the extent necessary for the proper and efficient conduct of the Local's affairs during the Trusteeship period. Trustees shall give bond to safeguard the Local's funds and assets. For the faithful discharge of their duties they shall be paid from AFM funds a fee to be fixed by the IEB.

**SECTION 72.** Upon the appointment of a Trustee, the functions of all the Local's elected officials shall terminate and shall pass to the Trustee. Trustees may reappoint former officials and employees or appoint new temporary officials and employees. Trustees shall take other actions, consistent with the Local's Bylaws, as they deem necessary for the preservation of the rights and interests of the Local's members and the AFM. They shall submit periodic and complete reports of their actions and the Local's affairs to the IEB and to the Local's membership.

**SECTION 73.** Immediately upon the appointment of a Trustee, the International Secretary-Treasurer shall notify the Local's Officers that a hearing shall be held at which interested parties may be heard on the subject of retaining the Trusteeship. The hearing may be conducted by the IEB, an IEB subcommittee appointed by the International President, or a referee appointed by the International President. It shall take place as soon as practicable and as conditions permit but in no event later than 25 days after the Trustee's appointment. If, upon the hearing, the IEB decides that the Local should continue

## **Article 5—Locals' Rights and Duties**

under the Trusteeship, the Local shall have an appeal to the Convention in accordance with the provisions of Article 12. If, upon this hearing, it is decided that the Local does not require a Trusteeship, the Local and its Officers shall revert to their former status and continue without Trusteeship.

**SECTION 74.** The Trusteeship shall not extend beyond one year unless, after further formal hearing, the IEB orders a further extension. The IEB shall terminate the Trusteeship as soon as, in its judgment, Local conditions warrant termination.

**SECTION 75.** Prior to the termination of a Trusteeship, the Trustee shall conduct an election of Local Officers, who shall be installed on the final day of the Trusteeship. The Trustee shall convey all funds, books, property and assets to the Local's newly elected Officers and shall make a final accounting of the Trusteeship and submit this to the IEB and to the newly elected Local Officers.

**SECTION 76.** No Local financial obligation or liability that may exist at the time that the Trusteeship is instituted or that may have been incurred before that time shall be assumed by or become an obligation of the AFM.

## ARTICLE 6—FUNDS

**SECTION 1.** The AFM funds shall be generated and derived from the dues, fees, assessments, and fines that shall be levied upon the Locals and AFM members in accordance with the Bylaws; from all sums received as interest, dividends, or other returns from investments; from donations; and from such other means as may be authorized and determined by the IEB.

**SECTION 2.** All funds shall be utilized as determined by the IEB for any purpose consistent with AFM interests. The funds shall not, however, be utilized in lawsuits where a Local may become involved, unless the suit is instigated or defended by order of or under the instructions of the AFM's Officers.

**SECTION 3(a).** An operating budget of \$25,000 annually shall be allocated to a program whose sole purpose is to assist Locals in developing and maintaining programs and services beneficial to freelance, casual, and club-date musicians not employed under CBAs. This project shall be under the direction of the Assistant to the President assigned to administer the AFM's programs to assist freelance musicians and shall be subject to periodic review by the IEB.

**SECTION 3(b).** An additional operating budget of \$75,000 shall be allocated annually to be available for assistance with programs such as traveling claims, contract guarantee, or on-line booking and referral services sponsored by the AFM and/or Locals.

**SECTION 4.** The AFM's Symphony-Opera Orchestra Strike Fund shall be administered in accordance with the following terms and conditions:

**SECTION 4(a).** Participation in the Fund shall be on a voluntary basis by those eligible groups whose players, by a two-thirds vote of the beneficiary musicians determined by the Trustees as described in 6(b), determine to join the Fund. The vote shall be taken by secret ballot. Once a group has in this manner become a participant in the Fund, it must remain in the Fund.

**SECTION 4(b).** Eligibility for participation in the Fund shall be limited to Symphonic Orchestras that operate under the terms of a CBA providing for a minimum weekly section player salary of at least \$300 and a season of at least 15 weeks of employment.

- i. The number of beneficiary musicians from an orchestra applying to join the Fund shall be determined by the Trustees, who shall consult with the orchestra committee and the Local prior to the vote described in 6(a).
- ii. The Trustees are authorized to waive the requirements set forth in (1) and/or increase the minimum salary requirement if, in their judgment, conditions warrant the change.

**SECTION 4(c)i:** Each beneficiary musician in a participating orchestra shall be obligated to contribute annually to the Fund according to the following contribution schedule to cover a span between September 1 and August 31, which amount must be paid not later than April 1 of that span.

## Article 6—Funds

Weekly section player salary	Annual contribution per beneficiary musician
\$300 to 599	\$37.50
\$600 to 749	\$50.00
\$750 to 899	\$62.50
\$900 and higher	\$75.00

ii. If the Fund's net assets drop below \$1,000,000, each beneficiary musician in a participating orchestra shall be obligated to contribute an additional 50% of his or her contribution as set forth in (c)i., above. The annual contribution amount shall thereafter be fixed at 150% of the contribution rate set forth in (c)i., above, and this Section shall be automatically adjusted in the succeeding edition of these Bylaws to reflect that increase. In addition, the AFM, upon the establishment of the Fund, shall make available to the Fund monies up to \$250,000 on a non-interest bearing loan basis. This loan shall be repaid at such times and at such amounts as the Trustees determine is consistent with the Fund's fiscal soundness. The Trustees may also, in their discretion, modify the contribution structure if, in their judgment, conditions warrant the change.

**SECTION 4(d).** Strike benefits shall be payable from the Fund only after a strike has been ordered or approved by:

- (1) the players of a participating orchestra, acting by at least a majority vote or in accordance with some other established written policy requiring more than a majority vote,
- (2) the Local Executive Board, and
- (3) the International President or Vice-President from Canada, as is appropriate. Strike benefits shall also be payable from the Fund in the event of a lockout.

**SECTION 4(e).** Benefits shall be paid for a maximum period of 15 weeks to the beneficiary musician on strike in accordance with the following benefit schedule, commencing with the second week of a strike or lockout. However, the Trustees in their discretion may determine that lesser payments or a lesser duration are appropriate or necessary in order to preserve the Fund's fiscal soundness. The Trustees may also, in their discretion, increase the payments or duration, or both.

Weekly section player salary	Weekly benefit 2nd-4th week	Weekly benefit 5th-10th week	Weekly benefit 11th-16th week
\$300 to 599	\$75	\$150	\$225
\$600 to 749	\$100	\$200	\$300
\$750 to 899	\$125	\$250	\$375
\$900 and higher	\$150	\$300	\$450

**SECTION 4(f).** When an orchestra not previously participating in the Fund votes to become a participant in the Fund, the participation must be effected no later than December 15. Strike benefits shall become available to that orchestra on September 1 of the second calendar year following the year in which participation is effected.

## Article 6—Funds

**SECTION 4(g).** Any request to the Trustees under this Subsection must come with a two-thirds secret ballot vote of the orchestra members in support of such request.

- i. An orchestra making application to participate in the Fund may propose to participate at a higher contribution and benefit level than that for which it would otherwise be qualified, but once its participation level has been established at the higher level, it may not reduce its level of participation.
- ii. An orchestra already participating in the Fund may propose to participate at a higher contribution and benefit level than that at which it is currently participating. Benefits at the higher level shall become available on September 1 of the second calendar year following the year in which the higher level of contribution is effected.
- iii. An orchestra participating in the Fund prior to September 15, 1999, shall continue its participation at the highest contribution and benefit level. If such an orchestra would otherwise qualify for participation at a lower contribution and benefit level, upon request by the musicians of the orchestra, the Trustees may permit such orchestra to contribute and benefit at the lower level, provided, however, that such permission to reduce its contribution and benefit level may be given to that orchestra one time only.

**SECTION 4(h).** The Fund shall be maintained and administered by six trustees. Three shall be named by the IEB and three shall be active players in participating orchestras, two of whom shall be selected by ICSOM in accordance with the procedures established by ICSOM. The third player Trustee shall be selected by ROPA and OCSM/OMOSC jointly in accordance with procedures established by them. The alternate Trustee shall be selected from the remaining Symphonic Player Conference, and shall be a participant in all of the Trustees' deliberations. Any tie votes of the Trustees may be broken by the International President.

The Trustees shall have full power to establish and promulgate rules and regulations for the Fund's administration consistent with this Section. They shall collect, invest, and hold all contributions to the Fund and shall pay and distribute all benefits and payments from that Fund. The Trustees are empowered to take all steps appropriate or necessary to effectuate this Section and to see that the Fund is administered fairly and in accordance with any applicable laws.

**SECTION 5.** The AFM's Regional Orchestra Emergency Relief Fund shall be administered in accordance with the following terms and conditions:

**SECTION 5(a).** Participation in the Fund shall be in accordance with ROPA Bylaws by ROPA orchestras operating under a CBA with budgets of \$800,000 or more. Orchestras not meeting the budgetary requirement cited above may participate in the Fund upon the Trustees' approval.

**SECTION 5(b).** Each participating orchestra shall be obligated to contribute \$100 annually to the Fund to cover the fiscal period from January 1 to December 31, the amount to be paid not later than April 1 of each fiscal period. The Trustees, in their discretion, may recommend to the participating orchestras that a lesser or greater contribution amount should be made to the Fund.

## Article 6—Funds

The participating orchestras shall have the right to ratify a recommendation, in accordance with the Bylaws of ROPA, and the recommendation must be passed by majority vote of the qualifying orchestras. In addition, the AFM shall make available to the fund monies up to the amount of \$50,000 on a non-interest bearing loan basis, to be repaid at such times and at such amounts as the Trustees determine is consistent with the Fund's fiscal soundness.

**SECTION 5(c).** Non-interest bearing emergency relief loans of up to 20% of the funds available as of April 1 of the current year shall be available to participating orchestras that are current in their payments to the Fund. Loans shall be payable from the Fund only after a strike has been ordered or approved by: (1) the players of a participating orchestra acting by at least a majority vote or in accordance with some other established written policy requiring more than a majority vote, (2) the Local Executive Board, and (3) the International President's Office. Emergency relief loans shall be payable from the Fund in the event of a lockout or other serious confrontation with management that, in the Trustees' opinion, should be considered for emergency relief.

**SECTION 5(d).** All monies in the Fund shall be held separate from all other AFM monies and, whenever possible, placed in limited access, high interest bearing financial instruments. The International Secretary-Treasurer shall cause the Fund to be audited on an annual basis for the fiscal period January 1 to December 31 immediately on the conclusion of each fiscal period and shall furnish a copy of that audit to each Trustee as soon as possible. In addition, the International Secretary-Treasurer shall advise each Trustee not later than April 15 of each year of the Fund balance and the participants eligible for emergency relief as of April 1 of that year.

**SECTION 5(e).** Loans shall be repaid in 12 equal monthly installments commencing on the first day of the month following resolution of the confrontation. In the event of hardship, a feasible payment schedule shall be determined by the Trustees.

**SECTION 5(f).** The Fund shall be maintained and administered by five Trustees, consisting of the International Secretary-Treasurer, the President of ROPA, the Treasurer of ROPA, and two additional Trustees named by the IEB. The Trustees shall have full power to establish and promulgate rules and regulations for the Fund administration consistent with this Section, shall collect, invest, and hold all contributions to the Fund, and shall pay and distribute all payments and loans from the Fund. The Trustees shall be empowered to take all steps appropriate or necessary to effectuate this Section and to see that the Fund is administered fairly and in accordance with any applicable laws. The Trustees shall be further empowered to dissolve the Fund and to roll any balance over into a new or existing Fund if, in their judgment, conditions warrant the change.

**SECTION 6.** The AFM's Theater Defense Fund shall be administered in accordance with the following terms and conditions:

**SECTION 6(a).** The Fund shall be established and maintained with Work Dues assessed at a rate of  $\frac{1}{2}\%$  of minimum scale earned by members in participating bargaining units employed under local theater or touring CBAs.

## Article 6—Funds

**SECTION 6(b).** Participation in the Fund shall be limited to members who meet the following criteria:

- i. Participation shall be automatic for members employed (or engaged to be employed) under Pamphlet B Touring Theatrical Musicals.
- ii. Participation shall be available to members employed (or engaged to be employed) under (1) a AFM-negotiated Agreement covering touring employment, (2) a Local-negotiated Agreement covering theatrical employment or (3) a Local-negotiated Agreement with a symphony orchestra or other bargaining unit that is not eligible to participate in the AFM's Symphony-Opera Strike Fund. Participation shall be voluntary on a bargaining unit by bargaining unit basis. Members in a bargaining unit may initiate participation in the Fund by majority vote of those members voting by secret ballot. Once a bargaining unit has in this manner become a participant in the Fund, it must remain in the Fund. Members in a bargaining unit that elects to participate in the Fund in this manner shall be eligible for benefits one year from the date that their contributions begin. Work Dues for participating bargaining units shall be increased by  $\frac{1}{2}\%$ . In the case of bargaining units under AFM-negotiated Agreements covering touring employment, the Work Dues shall be payable to the AFM. In the case of bargaining units under Local-negotiated agreements, the Work Dues shall be collected by the Local and remitted to the Fund.
- iii. The net assets of the fund shall be limited to \$500,000. This limit may be amended by IEB order. Should the assets of the Fund exceed the limit, the  $\frac{1}{2}\%$  Work Dues shall be suspended until such time as the net assets of the Fund fall below the limit.

**SECTION 6(c).** Strike Benefits shall be payable from the Fund only after a strike has been ordered and approved by (1) the eligible members, acting by a majority vote or in accordance with some other established written policy requiring more than a majority vote, (2) the Local Executive Board, and (3) the IEB. Strike benefits shall also be payable from the Fund in the event of a lockout.

**SECTION 6(d).** Benefits in the amount of one-half of applicable Local and/or AFM negotiated wages shall be payable for a period of up to two months (eight work weeks). Per diem set forth in the applicable AFM-negotiated touring agreement (e.g., Pamphlet B-Touring Theatrical Musicals) shall be paid to touring musicians who remain in the city in which the dispute originates. Benefits shall commence with the first week of a strike or lockout, provided that the IEB in its discretion may determine that lesser payments of a lesser duration are appropriate in order to preserve the Fund's fiscal soundness. The IEB may also, in its discretion, increase payments and/or duration.

**SECTION 6(e).** The Fund shall be maintained and administered by the IEB. The IEB shall have full power to establish and promulgate rules and regulations for the Fund's administration consistent with this Section, shall collect, invest, and hold all contributions to the Fund, and shall pay and distribute all benefits and payments from that Fund. The IEB is empowered to take all steps necessary to effectuate this Section and to see that the Fund is administered fairly and in accordance with applicable laws.

## Article 6—Funds

**SECTION 6(f)** The IEB is further empowered to amend payment and benefit levels and/or to create a separate defense fund for members employed (or engaged to be employed) under a Local-negotiated Agreement with a symphony orchestra.

**SECTION 7.** The fiscal year shall close December 31 of each year.

**SECTION 8.** Commencing January 1, 2007, \$150,000 annually will be placed in a dedicated account and used solely for the purpose of litigating claims as necessary against electronic media employers, organizing electronic media employers, and enforcing electronic media agreements. These activities shall be in addition to the customary activities of the EMSD determined using 2004 and 2005 as baselines. The use of these funds shall be under the joint control of the IEB and the four AFM members who currently compose the EMSD Oversight Committee as described in the Roehl Report (or their replacements selected in accordance with current practice). All application and transfer of funds shall require concurrence of both the IEB and the EMSD Oversight Committee. When the IEB defines the bargaining units for the AFM's electronic media contracts, the representatives of those bargaining units will replace the EMSD Oversight Committee for purposes of this Section 8.

## ARTICLE 7—GRIEVANCES & CLAIMS

**SECTION 1.** Grievance and arbitration provisions contained in a CBA or engagement contract shall be the exclusive method of resolving disputes arising under those agreements between the parties to those agreements.

**SECTION 2.** In the absence of the grievance and arbitration language referred to in Section 1 above, any member or Officer of any Local or the AFM may make a claim through a Local or the AFM, as the case may be, against any member(s) or purchaser(s) for any amount of money that is alleged to be due to any musician(s) as a result of a violation of a provision of applicable Local or AFM Bylaws, price list, engagement contract, or violation of any agreement between members relating to a musical engagement. The member(s) against whom the claim is filed shall submit to the jurisdiction of the Local or AFM, as the case may be, for a determination of the claim.

**SECTION 3.** All claims and charges for alleged violation of Local or AFM Bylaws must be filed within one year from the date of the event(s) that gave rise to the claim or alleged violation or within one year from the date on which the relevant facts became known or reasonably could have become known, whichever is later.

**SECTION 4.** Any claim of a member against a member that relates to a Traveling Engagement, audio or visual recording activities, or any other matter within the AFM's sole competence shall be adjudicated by the AFM. Any claims of members against purchasers of their services on Traveling Engagements shall be governed by the AFM's U.S. or Canadian Traveling Claims Procedure, as applicable.

**SECTION 5.** When claims are filed by out-of-town musicians against establishments in which they have played, the International Secretary-Treasurer shall immediately notify the Local where the establishment is located.

**SECTION 6.** Any claim of a member against any booking agent signatory to a Booking Agent Agreement with the AFM with respect to a violation of the agreement, or any claim of a booking agent signatory to a Booking Agent Agreement with the AFM against any member shall be adjudicated through the AFM's processes.

**SECTION 7.** All claims, as described in Section 2 above, must be filed within one year from the date of the event(s) that gave rise to the claim or within one year from the date on which the relevant facts became known or reasonably could have become known, whichever is later.

**SECTION 8.** All claims, including appeals from decisions and/or determinations of a Local that are submitted to the IEB in accordance with this Article shall be processed, heard, and determined in accordance with the IEB's Rules of Practice and Procedure, which the IEB may amend from time to time as it deems necessary. The Rules of Practice and Procedure shall be obtained from the International Secretary-Treasurer's Office at the time that claims are filed.

## Article 7—Grievances & Claims

**SECTION 9.** Any claim of a member against another member affiliated with the same Local shall be adjudicated by the Local under procedures as established by the Local's Bylaws, Rules, or Practice. Decisions of Locals in these matters are subject to appeal to the IEB.

**SECTION 10.** In the event that a claim for wages is filed against a leader and the IEB finds that the leader has improperly withheld wages, the IEB may, in addition to rendering an award for the amount of the wages withheld, include in the award to the individual whose wages were withheld an additional sum not exceeding the amount of the withheld wages as liquidated damages.

**SECTION 11.** Any member failing to comply with an IEB arbitration award is subject to charges for that failure. The charges shall be tried by the IEB or an IEB subcommittee appointed by the International President.

**SECTION 12.** Any party (including a member) involved in any Local award and/or decision on a claim may appeal to the IEB.

**SECTION 13.** Local decisions and determinations when not appealed and/or AFM decisions and determinations on claim(s) shall be final and binding on the members.

**SECTION 14.** Parties to decided claims may exercise their right of reconsideration in accordance with the IEB's Rules of Practice and Procedure referred to above.

## **ARTICLE 8—UNFAIR LIST**

**SECTION 1.** If the AFM determines that it has a primary labor dispute with an employer, the employer may be placed on the International Unfair List after notification to the Local where the dispute is occurring.

**SECTION 2.** If a Local determines that it has a primary labor dispute with an employer, the Local may request the AFM to place the employer on the International Unfair List. Following the AFM's listing of an employer as unfair, a Local may place the employer on its Unfair List.

**SECTION 3.** Members shall not render musical services for organizations, establishments, or people who have been placed on the International Unfair List. Any member who violates this Section shall be subject to penalties in accordance with Article 11, Section 13 [See Article 13, Section 4].

## ARTICLE 9 - MEMBERSHIP CATEGORY SUMMARY OF CONDITIONS

CATEGORIES OF MEMBERSHIP	PERIODIC DUES	LIF REQUIRED	FIF REQUIRED	QUARTERLY PER CAPITA DUES RATE (AS OF 01/01/08)	CONDITIONS APPLICABLE TO CATEGORY
<b>REGULAR MEMBER</b>	As set by Local  <i>Art. 5, § 51</i>	Yes (As determined by Local)  <i>Art. 9; § 2</i>	Yes (\$65 upon joining)  <i>Art. 9 § 2</i>	\$56  <i>Art. 5, § 47(a)</i>	-Instrumentalists, vocalists, dancers, support crew and any other individuals who render musical services are eligible.  <i>Article 9, § 1(a)</i>
<b>LIFE MEMBER</b>	Must be at least 25% of Regular member dues.  <i>Art. 5, § 55(a)</i>	n/a	n/a	\$40  <i>Art. 5, § 47(a)</i>	-Minimum age: 65 -At least 35 consecutive years of AFM membership  <i>Note:</i> Local may set higher requirements, i.e., greater than age 65, more than 35 consecutive years of AFM membership, 35 consecutive years of membership in the Local, etc.  <i>AFM Bylaws Article 5, § 55(b)</i>
<b>INACTIVE LIFE MEMBER</b>  <i>A Local may establish this category subject to IEB approval.</i>  <i>Art. 5, § 47(b)</i>	Reduced rate as set by Local  <i>Art. 5, § 47(b)</i>	n/a	n/a	\$34  <i>Art. 5, § 47(b)</i>	-shall not be allowed to vote or hold office; may be subject to limitations on professional music activity.  <i>AFM Bylaws Article 5, § 47(b)</i>

## Article 9 - Membership Category Summary Of Conditions

<b>STUDENT</b> <i>A Local may establish this category</i>	Same as Regular Member	No	No	\$56	- Must be registered in an accredited school, college or university. - When member is no longer a student s/he will become a regular member at no extra cost. - “Student members shall have all of the rights and obligations as regular members and they shall be subject to all AFM and Local rules, regulations and Bylaws.” -Pay work dues where applicable.	
<b>YOUTH</b> <i>A Local may establish this category</i>	Rate to be set by Local	No	No	\$56	-Members must be 20 years old or younger. - “Youth members shall have all of the rights and obligations as regular members and they shall be subject to all AFM and Local rules, regulations and Bylaws.” -Pay work dues where applicable	
<b>GROUP (SELF-CONTAINED)</b> <i>This is not a separate membership category</i>	Same as Regular member	Local discretion	Local discretion	\$56	A local may waive LIF and FIF when all Non-AFM members of a self-contained band or musical unit (consisting of two or more musicians) make application together to join a Local.	
		<i>Art. 5, § 51</i>	<i>Art. 9, § 2(b)</i>	<i>Art. 9, § 2(b)</i>	<i>Art. 5, § 47(a)</i>	
					<i>AFM Bylaws Article 9, § 2.</i>	

## **ARTICLE 9—MEMBERSHIP; ELIGIBILITY, APPLICATION, FEES & DUES**

### **Joining**

**SECTION 1(a).** All performers on musical instruments of any kind and vocalists, dancers, and support crew or other individuals who render musical services of any kind shall be eligible for membership, subject to AFM laws and jurisdiction. All individuals who are eligible to become members of a Local created under the provisions of Article 4 are eligible for membership in the AFM.

**SECTION 1(b).** Once individuals become members, they shall have the right to retain their membership even though they are no longer engaged in the activities that initially made them eligible for membership.

**SECTION 2(a).** All members, in addition to paying a Local Initiation Fee (“LIF”) to the Local that they join, shall also pay a Federation Initiation Fee (“FIF”) of \$65 (except as provided in Article 9, Section 11, and except as provided for Youth Members in Article 9, Section 3(b) and Student Members in Article 9, Section 4(b)).

**SECTION 2(b).** Pursuant to a properly constituted vote of its Executive Board, a Local may waive LIF and FIF when all non-AFM members of a self-contained band or musical unit (consisting of two or more musicians) make application together to join a Local.

**SECTION 3.** Pursuant to a properly constituted vote of its membership, a Local may establish a Youth Membership classification, which shall enable people 20 years or younger to join the Local as Youth Members and remain in that classification until their 21st birthday.

**SECTION 3(a).** Youth Members shall have all of the rights and obligations that Regular Members have, and they shall be subject to all AFM and Local rules, regulations and Bylaws.

**SECTION 3(b).** A Youth Member shall be subject to AFM Per Capita at the same rate as Regular Members. A Youth Member shall pay periodic dues at a rate set by the Local, and Work Dues where applicable, but shall not pay LIF or FIF.

**SECTION 4.** Pursuant to a properly constituted vote of its membership, a Local may establish a Student Membership classification, which shall enable a musician who is registered as a student in an accredited school, college, or university to join the Local as a Student Member and remain in that classification until s/he is no longer a student at which time s/he will become a regular member with no additional cost.

**SECTION 4(a).** Student Members shall have all of the rights and obligations that Regular Members have, and they shall be subject to all AFM and Local rules, regulations and Bylaws.

**SECTION 4(b).** A Student Member shall pay periodic dues at the same rate as Regular Members as set by the Local and Work Dues where applicable, but shall not pay LIF or FIF.

## Article 9—Membership; Eligibility, Application, Fees & Dues

**SECTION 5(a).** Application for membership in any Local must be made in the jurisdiction in which the applicant resides; however, non-members who are part of a self-contained traveling group or unit may apply for membership in any Local in which they are performing an engagement.

**SECTION 5(b).** No Local shall consider an application unless it is made on the official application blanks prescribed or approved by the AFM, which shall contain an Authorization for Checkoff of Work Dues in a form that shall be prescribed by the IEB. Failure to comply shall render the Local liable to a penalty, at the IEB's discretion. No Local shall accept an application for membership from an alien if the immigration laws prohibit the applicant from accepting employment.

**SECTION 5(c).** Members found guilty of furnishing false information on their membership applications shall forfeit their membership and all monies paid for that purpose.

**SECTION 6.** A student or faculty member of a college, music school, university, or similar institution who is residing in the jurisdiction in which the institution is located, but who is not an AFM member, may, if otherwise eligible, obtain full membership in the Local where the institution is located.

**SECTION 7.** Locals may appoint or elect an Examination Board to pass upon the eligibility of applicants for membership. This does not apply to anyone who is already a member of another Local.

**SECTION 8.** In any case where Local law or procedure is the cause of delay in enrolling applicants to membership and the delay exceeds eight days, then the Local where the applications are pending shall issue the applicants written temporary permits, conferring temporary performing rights upon them, pending the consideration of their application. Engagements contracted during this temporary period does not exceed the duration of the temporary permit. The foregoing shall not apply to applications forwarded to the IEB.

**SECTION 9.** It shall be the duty of a Local to administer an oral or written oath to abide by the AFM Bylaws to all applicants for membership prior to the time full membership rights are granted.

**SECTION 10.** No Local may issue a full membership card to any partially paid member, but shall issue a Local receipt showing the unpaid balance until the partially paid member has submitted full membership fees to that Local.

### Members of Other Locals

**SECTION 11.** No FIF shall be imposed upon or collected from any Regular or Life member in good standing of any Local at the time of his/her induction into any other Local.

**SECTION 12.** Members who obtained membership in the Local in which they reside shall retain membership in that Local so long as they reside in that Local's jurisdiction and are engaged in performing musical services in that jurisdiction. Members who have resigned from such a Local shall reinstate their membership in that Local if they have maintained or reestablished residence in that jurisdiction and again engage in performing musical services in that jurisdiction.

**SECTION 13.** Any member taking up permanent residency in the jurisdiction of another Local who solicits and/or performs musical engagements in that

## **Article 9—Membership; Eligibility, Application, Fees & Dues**

Jurisdiction shall join the Local of residency. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$500 and/or expulsion.

**SECTION 14.** Any member may retain membership in more than one Local, provided all dues, assessments, and other legal demands are paid and all the provisions of this Article are complied with.

**SECTION 15.** A Local may confer full membership on members of another Local even though they reside in the other Local's jurisdiction.

**SECTION 16.** A member may petition the Secretary-Treasurer for a rebate equal to the Per Capita dues received by the AFM by virtue of that member's membership throughout the entire prior year in each AFM Local in excess of two. After the International Secretary-Treasurer has confirmed that the member had been a member of more than two Locals throughout that year, the AFM shall pay the rebate to the member.

**SECTION 17.** No Local, after written notification from the International Secretary-Treasurer's office, shall retain upon its rolls people who have been expelled by other Locals. No Local shall accept as members people who have been suspended or expelled by another Local unless those applicants present a properly signed receipt or confirmation from the other Local showing that they have either placed themselves in good standing or cleared their account of all outstanding dues, assessments, fines, or claims due that Local.

### **Reinstating Membership**

**SECTION 18.** No FIF shall be imposed upon or collected from any former member who has resigned in good standing from the Local(s) of which s/he was a member.

**SECTION 19.** If former AFM members file an application for reaffiliation with the Local with which they were last affiliated and during their lapse of membership committed any act contrary to the AFM Bylaws or orders, the Local may, at its sole discretion, refer the application to the IEB for action.

**SECTION 20.** When a former member submits a membership application, the Local in which the application has been filed must consult with the applicant's previous Local(s) with respect to any specific offensive act(s) of the applicant while a member or during the lapse of membership. If the former Local reports any offensive acts, the Local to which the applicant is applying shall refer the application to the International Secretary-Treasurer for appropriate action.

**SECTION 21.** No Local shall assess a reinstatement fee that exceeds its LIF.

**SECTION 22.** Any current or former AFM member expelled from a Local or Locals for failure to pay periodic annual dues shall be permitted to join any Local as a new member four years after the date of the expulsion, without payment of any outstanding annual dues or related fines.

## Article 9—Membership; Eligibility, Application, Fees & Dues

**SECTION 23(a).** In cases where applications for membership have been referred to the IEB, before the applicants shall be admitted to membership in the Local, they shall be required to pay any claims, dues, or fines standing against them in addition to paying to the Local the usual initiation or reinstatement fee.

**SECTION 23(b).** Where a Local membership application is referred to the IEB for action, the IEB may grant to the applicant in lieu of membership, or pending the disposition of the membership application, written authority or permit to play with or for members for a period of time that the IEB may deem fit. This written authority or playing permit shall be subject to the limitation and conditions that may be imposed by the IEB and may also be subject to revocation at any time by the IEB without previous notice.

**SECTION 23(c).** The IEB's determination with respect to any application for membership referred to it and with respect to all matters referred to in this Article shall be binding and conclusive.

### Resignation, Suspension, Expulsion

**SECTION 24.** The definitions of the terms “suspended” and “expelled” relating to membership status in these Bylaws and those of all Locals shall be:

**SECTION 24(a).** A suspended member is a member whose regular periodic dues are unpaid for a period of time as specified in a Local's Bylaws to declare a member automatically suspended for non-payment (subject to the requirement of Article 9, Section 25, that a member may not be suspended until at least 30 days after the first day of the period for which the dues would be paid). However, in no case can this period of time exceed six months, at which time a member shall be automatically expelled for non-payment, as specified in Article 9, Section 26. A member having been suspended as provided here shall have all the obligations of membership but none of the rights and is not in good standing.

**SECTION 24(b).** The following terms are some that are synonymous with “expelled”: Erased, removed, dropped, terminated, canceled, annulled, nullified, and eradicated. An expelled person is (1) a former member who has been automatically expelled for failure to pay regular periodic dues to a Local for six months from the expiration date of the period for which the person's dues were previously paid to the Local, or for a shorter period than six months if the Local's Bylaws so provide (subject to the requirement in Article 9, Section 25, that a member may not be expelled until at least 30 days after the first day of the period for which the dues would be paid); or (2) a person who has been expelled by a Local as disciplinary action for violation of the Local's or AFM's Bylaws, after a full and fair hearing; or (3) a person who has been expelled by AFM order. A person having been expelled as provided here shall have neither the rights nor obligations of membership to the Local.

**SECTION 25.** No Local may remove a member from good standing, either by suspension or expulsion, for failure to remit periodic membership dues until at least 30 days after the first day of the period for which the dues would have been paid.

## Article 9—Membership; Eligibility, Application, Fees & Dues

**SECTION 26.** A member is automatically expelled from a Local if the member's periodic dues to the Local remain unpaid for six months from the expiration date of the period for which the member's dues were paid. A Local may, if its Bylaws so provide, expel a member whose dues have remained unpaid for a shorter period than six months. The Local must remove from its roster the name of any member expelled as provided here.

**SECTION 27.** Members who have been suspended from a Local for non-payment of dues, late fees or fines on dues, or assessments may be reinstated by paying the Local's prescribed reinstatement fee, if any, and the back standing dues, late fees or fines, and assessments owing at the time of suspension. Dues, late fees or fines on dues or assessments cannot be charged covering a period longer than six months.

**SECTION 28(a).** Individuals who have been expelled from a Local for non-payment of dues, late fees or fines on dues, or assessments can be reinstated by paying the Local's prescribed reinstatement fee, if any, and the back standing dues, late fees or fines, and assessments owing at the time of suspension or expulsion. Dues, late fees or fines on dues, or assessments cannot be charged covering a period longer than six months. [see Article 9, Section 22 re: amnesty.]

**SECTION 28(b).** Individuals who have been expelled and who currently reside in a jurisdiction other than their former Local's jurisdiction may be accepted into the new Local upon payment of back standing dues, late fees or fines on dues, or assessments owed to the former Local at the time of expulsion. In addition, the new Local shall charge its LIF plus the FIF in accordance with Article 9, Section 2.

**SECTION 28(c).** A former AFM member expelled for reasons other than the non-payment of dues, late fees or fines on dues, or assessments is not entitled to the benefit of this Section, but must comply with AFM or Local bylaws, or both, governing their reinstatement, as the case may be.

**SECTION 29(a).** Members who wish to place themselves in good standing for the purpose of resigning from a Local after being suspended for the non-payment of assessments, dues, late fees or fines on dues, cannot be required to pay more than the amount owed at the date of their suspension. The amount due for these obligations shall not cover a period longer than six months, when a member is automatically expelled for failure to pay a Local's regular periodic dues in accordance with AFM Bylaws. The addition of a reinstatement fee is prohibited.

**SECTION 29(b).** Former members who wish to place themselves in good standing for the purpose of resigning from a Local after being expelled for the non-payment of assessments, dues, late fees or fines on dues, cannot be required to pay more than the amount owed at the date of their expulsion. The amount due for these obligations shall not cover a period longer than six months, when a member is automatically expelled for failure to pay a Local's regular periodic dues in accordance with AFM Bylaws. The addition of a reinstatement fee is prohibited.

## Article 9—Membership; Eligibility, Application, Fees & Dues

**SECTION 30.** Members must tender their resignation in writing to the Secretary of the Local from which they wish to resign.

**SECTION 31.** If a member sends a check to any AFM Officer in payment of an amount due the AFM and the check is unpaid or protested, then the offending member shall be subject to a \$5 fine, together with all protest charges incurred. If a traveling member delivers a check to any Local in payment of an amount due the Local and the check is unpaid or protested and the member fails to make the check good within five days after notification as provided in Article 11, Section 3, then the offending member shall be subject to a \$5 fine, together with all protest charges incurred. The fine shall become the Local's property. The International Secretary-Treasurer must be notified of all Local fines levied under this Section.

### Work Dues

**SECTION 32.** All AFM members, as a condition of membership, shall be required to pay dues based on scale earnings (Work Dues) for all musical services performed under AFM-negotiated Agreements, AFM touring Pamphlets, and employment with any Symphonic Orchestra. For the purposes of this Bylaw, a Symphonic Orchestra shall be defined as an orchestra organized as a philanthropic community project and maintained in substantial part by public subscriptions and contributions, and (1) with not less than 60 musicians and a scheduled annual season of not less than 15 performances of the character performed by Symphonic Orchestras (termed Symphonic employment), or (2) that engages musicians for 100 or more orchestral services per season (excluding chamber music, defined as music performed by no more than 16 musicians).

These Work Dues shall be due and payable as follows:

**SECTION 32(a).** For Symphonic employment Work Dues shall be no less than 1.05% of scale wages and shall be payable to the Local in which the engagement takes place, except as otherwise provided by these Bylaws. Of this amount, .55% of scale wages shall be due and payable by the Local to the AFM as Federation Work Dues.

**SECTION 32(b).** For employment under AFM-negotiated Agreements covering services rendered for electronic media (recordings, broadcasts, films, video, etc.), Work Dues shall be no less than 1½% of scale wages and shall be payable to the Local in which the engagement takes place, except as otherwise provided by these Bylaws. Of this amount, 1¼% of scale wages shall be due and payable by the Local to the AFM as Federation Work Dues.

**SECTION 32(c)i.** For employment under Pamphlet B—Touring Theatrical Musicals, or for employment under any other AFM-negotiated Agreement(s) or “Pamphlets” covering touring employment in which the members have voted to participate in the Theater Defense Fund in accordance with Article 6, Section 8(b)(ii), Work Dues shall be 3½% of scale wages and shall be payable to the AFM. Of this amount, ½% shall be paid into the Theater Defense Fund.

## Article 9—Membership; Eligibility, Application, Fees & Dues

ii. For any other employment under AFM-negotiated Agreements and “Pamphlets” covering touring employment, Work Dues shall be 3% of scale wages and shall be payable to the AFM.

**SECTION 32(d).** With the exception of (1) motion picture and television soundtrack albums, (2) new uses covered by the AFM’s Symphony, Opera, Ballet Audio-Visual Agreement, and (3) new uses covered by the AFM’s Radio and Television Commercial Announcements Agreement for product originally recorded under that Agreement, Work Dues for earnings received from the use of a music product for a purpose in electronic media other than that for which it was originally produced (commonly known as “new use,” “clip use,” etc.) shall be 12% of the monies received by the musician and shall be payable to the AFM. From this amount, 1½% of the monies received by the musician shall be due and payable by the AFM to the Local where the original services were rendered.

**SECTION 32(e).** For earnings resulting from employment that is in whole or in part funded pursuant to the terms of trust agreements negotiated by the AFM as an adjunct to agreements covering electronic media work, Work Dues shall be 5% of scale wages. Half of this shall be payable to the AFM and the other half shall be payable to the Local where the scale wages are earned.

**SECTION 32(f).** Federation Work Dues on payments to musicians from supplemental market funds that are established by AFM-negotiated collective bargaining agreements covering electronic media work (e.g., distributions from the Sound Recordings Special Payment Fund, the Film Musicians Secondary Markets Fund and the Canadian equivalents) shall be 2% of the gross distribution to which the musician is entitled, except for distributions that would generate less than \$50 in Federation Work Dues.

**SECTION 32(g).** The amount of Work Dues retained by or remitted to Locals as provided here, as well as any additional Work Dues permitted, shall be due and payable to the Local where the services were performed (unless provided otherwise in these Bylaws) and shall be known as Local Work Dues.

**SECTION 33.** All Work Dues, both AFM and Local, specified in Sections 32(a) through 32(e), above, shall be payable on all scale earnings with no Local restrictions as to the total amount payable within any specified time period.

**SECTION 34.** For the purpose of this Article, the Work Dues paid on the scale wages of traveling musicians, other than those covered by a scale established by the AFM or a Local other than the Local in which an engagement takes place, shall be based upon the minimum Local wages of the Local where the engagement takes place.

**SECTION 35.** All Work Dues shall be due and payable no later than the 15<sup>th</sup> day of the month following the month during which the member was paid. Any member violating the provision of this Section shall be subject to a fine of not less than \$10 nor more than \$100, suspension and/or expulsion from the AFM.

## Article 9—Membership; Eligibility, Application, Fees & Dues

### Work Dues—Traveling

**SECTION 36(a).** In connection with any Traveling Engagement within the United States (except those covered by a AFM CBA) each member, at or prior to the time of payment for the Traveling Engagement, shall either (1) execute and deliver a written authorization to the leader on the engagement to deduct from the member's wages the amount of all monies (including Federation and Local Work Dues) owed or to be owed by the member to any Local by reason of and in connection with the engagement and to deliver the monies to the Local in behalf of the member; or (2) make all payments directly to the Local. Leaders shall immediately transmit to the Local where the Traveling Engagement was performed all authorizations received by them (or a certification that they have received the authorizations) and all monies authorized to be deducted. Leaders shall immediately report to the Local the names, addresses, and Local numbers of any members who have failed to sign and deliver the authorization.

**SECTION 36(b).** In connection with any Traveling Engagement performed in Canada (except those covered by a AFM CBA) the leader who is a member shall deduct or collect from the wages of each member who has performed on the engagement the amount of all monies (including Federation and Local Work Dues) owed or to be owed by the member to any Local in Canada by reason of and in connection with the engagement and shall deliver the monies to the Local in behalf of the member.

**SECTION 36(c).** Any member who shall fail to comply with the requirements set forth in Sections (a) and (b) above shall be subject to a fine of not less than \$10 nor more than \$100 for each offense and/or to expulsion from the AFM.

**SECTION 36(d).** The International Secretary-Treasurer, from time to time, may adopt and promulgate such other and further procedural requirements as shall be necessary and proper to effect the intent and purpose of this Bylaw, including the forms of authorization and certification referred to in Section (a) above.

**SECTION 37.** A non-geographical Local, as defined in Article 4, Section 12, may impose Work Dues upon its members while performing services on Traveling Engagements with groups or singles composed solely of its members, provided that the maximum amount of Work Dues does not exceed 4% of scale wages. In these cases Work Dues on the engagements shall not be payable to any other Local.

**SECTION 38.** Members performing Symphonic services outside of the orchestra's home Local when the services are rendered under a master agreement between the home Local and the orchestra management, shall not be considered traveling members for the purposes of this Article and shall be required to pay Federation and Local Work Dues only to the home Local.

**SECTION 39.** Members performing services other than Symphonic services outside of the jurisdiction of the home Local where their employer is based, when

## Article 9—Membership; Eligibility, Application, Fees & Dues

the services are rendered under a CBA between the home Local and the employer, pursuant to Article 5, Section 29, shall not be considered traveling members for the purposes of this Article and shall be required to pay any required Local and/or Federation Work Dues pertaining to the services only to the home Local. The home Local shall, within 30 days of receipt of the Work Dues, remit to the Local where the services are rendered an amount equal to one-half of the Local Work Dues received or an amount equal to one-half of the Work Dues payable on the wage scale and Work Dues rate of the Local where the services are rendered, whichever is less.

### Other Work Dues

**SECTION 40.** Notwithstanding the provisions of Section 32(b) and 32(d) of this Article, effective September 1, 2005, the following provision will apply:

**SECTION 40(a).** For employment under AFM-negotiated Agreements covering services rendered for electronic media (recordings, broadcasts, films, video, etc.), Work Dues shall be no less than the Minimum Work Dues set forth below and shall be payable to the Local in which the engagement takes place except as otherwise provided in these Bylaws. Of this amount, the portion set forth below shall be due and payable by the Local to the AFM as Federation Work Dues.

Type of Work	Minimum Work Dues as a % of scale wages	Federation Work Dues as a % of scale wages
Employment in the U.S. under the Theatrical Motion Picture Agreement	2.35%	2.10%
Employment in the U.S. under the T.V. Videotape Agreement	1.75%	1.50%
Earnings under the Radio and Television Commercial Announcement Agreement except for earnings for original sessions	1.75%	1.50%
All other employment under Federation-negotiated electronic media Agreements	1.50%	1.25%

**SECTION 40(b).** With the exception of (1) motion picture and television soundtrack albums, (2) Industrial Promotional Agreement Use of Broadway Cast Album tracks (3) new uses covered by the Federation's Symphony, Opera, Ballet Audio-Visual Agreement, (4) new uses covered by the Federation's Radio and Television Commercial Announcements Agreement for product originally recorded under that Agreement, and (5) new uses of product for which the work was performed in Canada, Work Dues for earnings received from the use of a music product for a purpose in electronic media other than that for which it was originally produced (commonly known as "new use," "clip use," etc.) shall be 15% of the monies received by the musician and shall be payable to the Federation. From this amount, 2% of the monies received by the musician shall be due and payable by the Federation to the Local where the original services were rendered. For new uses of product for which the work was performed in Canada, Work Dues shall remain as set forth in Section 32(d) of this Article.

## ARTICLE 10—MEMBERS’ RIGHTS & DUTIES

**SECTION 1.** Every member in good standing shall have the following rights:

- (1) Equal Right to:
  - (a) nominate candidates;
  - (b) vote in elections or referendums;
  - (c) attend membership meetings;
  - (d) participate in deliberations;
  - (e) participate in votes at membership meetings.(all subject to reasonable Rules and Regulations contained in the Bylaws)
- (2) Freedom of Speech as expressed by the right to:
  - (a) meet and assemble;
  - (b) express any views;
  - (c) speak out at meetings (all subject to established and reasonable rules pertaining to conduct at meetings)
- (3) Due Process in all cases of discipline, which must include:
  - (a) notice in writing of the specific charge(s);
  - (b) reasonable time to reply to said charge(s);
  - (c) a full and fair hearing by an impartial tribunal with the opportunity to tell his/her own side of the story.
- (4) The Right to examine a copy of any collective bargaining agreement covering their work place and the right of fair representation by the union in all matters relating to the collective bargaining agreement.
- (5) To Participate in Elections:
  - (a) As a Candidate:
    - to run and hold office subject to reasonable qualifications, which must be stated in the Bylaws;
    - to have an observer at the poll;
    - to distribute or have distributed candidate literature at the candidate’s expense in accordance with procedures established by the Local or the AFM.
  - (b) As a Voter:
    - entitled to one vote;
    - the right to a secret ballot.
- (6) To file any claim, charge, or appeal in accordance with Local or AFM Bylaws.

**SECTION 2.** No member shall violate any AFM law, order, direction, resolution, or rule. A member found guilty of a violation under this Section shall be fined by the IEB a sum of not less than \$10 nor more than \$10,000 or shall be expelled from the AFM.

**SECTION 3.** No AFM member shall be permitted to hold membership in any union of musicians not affiliated with the AFM or in any other organization or association of musicians that has as a goal or engages in a pattern of conduct undermining or weakening the legitimate interests of the AFM or any affiliated Local.

## Article 10—Members' Rights & Duties

Any member violating the provision of this Section shall be subject to expulsion.

**SECTION 4.** An employee AFM member cannot perform with employees of the same employer who are not members in good standing of the AFM or any of its Locals on competitive engagements except with the AFM's consent or in cases where AFM laws provide otherwise. In Canada, an AFM member cannot perform with or in conjunction with suspended or expelled members or with non-members in the jurisdiction of a Local on competitive engagements except with the AFM's or Local's consent or in cases where AFM laws provide otherwise. Engagements are considered competitive if musicians receive pay for their services or if the employer, in the absence of free services of musicians, would be obliged to pay for them. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$500 and/or expulsion.

**SECTION 5.** No member shall work as an employee or perform or agree to perform musical services for or with any person or organization where such employment or service is clearly intended to assist an employer in preparation for, defense against or in breaking a lawful primary strike.

**SECTION 6.** No member shall work as an employee for an employer against whom the AFM or a Local is engaging in a lawful primary strike. No member shall cross through or work behind a lawful primary picket line established by the AFM or a Local. Any member who violates this Section shall be subject to penalties in accordance with Article 11, Section 13.

**SECTION 7.** All contracts or agreements covering live performances by AFM members must contain the following provision: "No performance or rehearsal shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with or approved in writing by the AFM relating to and permitting such recording, reproduction, or transmission. This prohibition shall not be subject to any procedure of arbitration and the AFM may enforce this prohibition in any court of competent jurisdiction."

**SECTION 8.** Every cooperative group, band, or orchestra shall designate one member who is an AFM member to act as leader for the purpose of complying with Local and AFM regulations governing bands and orchestras. If the group members fail to comply with this requirement, each group member shall be individually responsible for fulfilling all Local and AFM regulations applicable to a leader.

**SECTION 9.** No member shall perform or agree to perform an engagement for less than the applicable minimum compensation established for the engagement by the Local or AFM, as the case may be. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$1,000 and/or expulsion.

## Article 10—Members' Rights & Duties

**SECTION 10(a).** Local leaders or Local individual members performing alone, prior to the time a local engagement is performed, must submit the contract for the engagements to the Local if the Local has a law requiring filing of a contract prior to each engagement.

**SECTION 10(b).** When the Local does not have such a law, the Local leaders or Local individual members performing alone shall either file their contract with the Local prior to the engagement or file a written statement with the Local prior to the engagement that will reflect their home address, the date, place, and hours of the engagement, the number of musicians who will perform, and their names if known at the time the statement is prepared. If the musicians' names are unknown at the time the statement is prepared, the Local leader must file a supplementary statement with the Local within five days after the engagement is performed naming the musicians who performed.

**SECTION 11.** A Local cannot interfere in the cancellation of contracts between members made by mutual consent of the parties to the contract.

**SECTION 12.** If any AFM members at any time or under any circumstances whatsoever deny that they are AFM members in any case that involves the interests of the AFM or their obligation as members, they shall be subject to expulsion.

**SECTION 13.** AFM members who change their names in any way whatsoever or use Social Security/Insurance Numbers other than the ones assigned to them with intent to defeat the efforts of any AFM or Local Officers in establishing their identity, shall be subject to expulsion.

**SECTION 14.** Any AFM member who is found guilty of giving, lending, or borrowing a membership card for the purpose of evading, or assisting anyone to evade the laws and regulations of the AFM or any Local shall be subject to a fine of not more than \$500.

**SECTION 15.** In the event that a band or orchestra composed of AFM members incorporates, the AFM and its Locals shall have the right to continue to look to the individual members to perform their AFM obligations. Any member of a corporation who violates any AFM or Local rule shall be subject to the same actions as if the corporation did not exist.

**SECTION 16.** Share plan engagements will be permitted only by Local consent when they are proven absolutely non-competitive. The decision of a Local under this Section is subject to IEB control.

**SECTION 17.** An engagement becomes a share plan engagement if members among themselves or with a second party agree to accept as pay for their services all or a portion of the receipts or profits of the function where the engagement is played.

**SECTION 18.** AFM members may assume a business risk and arrange a non-competitive share plan engagement with non-members provided that they pay to the other members playing the engagement the full union price.

## Article 10—Members' Rights & Duties

**SECTION 19.** Leaders who assume the responsibility for the payment of a member's services shall be bound by their action and cannot escape their obligation by claiming the protection of any Local or AFM law.

**SECTION 20.** Members of a Local who demand, request, induce, or try to induce other members not to play with or for any other leaders or members shall be subject to a fine of not more than \$100 or to suspension or expulsion.

**SECTION 21.** No member, without the approval of the IEB or its duly authorized agent, shall enter into any contract for the rendition of musical services for a period (including options) longer than one year from the contract date, and no such contract shall become effective without approval.

The IEB may approve contracts for a period (including options) not exceeding five years from the contract date.

**SECTION 22.** AFM members and leaders are prohibited from assuming any responsibility for the payment of license fees for any composition they play and from assuming or attempting to assume any liability whatsoever for royalties, fees, damage suits, or any other claims arising out of the playing of copyright compositions.

**SECTION 23.** Any member(s) of a Local found guilty by the IEB of charges of misrepresenting the conditions existing in the Local jurisdiction for the purpose of deterring AFM members from accepting or fulfilling engagements, as provided in Article 13, Section 4, shall be fined not more than \$250 and, in case of failure to pay the fine within 30 days, shall be expelled. Where any Local official misrepresents conditions as specified above by the Local's instruction, the Local shall be subject to a fine of not more than \$500 and, if not paid within 30 days, the Local shall be suspended until the fine is paid.

**SECTION 24.** AFM members may not enter into an agreement, either personally or through their Agent(s), with an employer that gives the employer an interest in their future earnings, commissions, or any substitute of these at any time. AFM members, either personally or through their Agent(s), may not offer an employer rebates, gifts, or any substitute for these in consideration for securing an engagement. No AFM member is permitted to render services on any engagement under such conditions.

**SECTION 25.** All Local laws denying minors who have acquired full membership the right to vote are null and void.

## ARTICLE 11—CHARGES & TRIALS

**SECTION 1(a).** In any and all trials, before they can be held and before a penalty can be imposed, members must be notified in writing of the specific charges against them, must be afforded a reasonable time to prepare a defense, must be summoned to appear at a time and place for trial or to otherwise present their defense before the appropriate Local Board, the IEB, an IEB subcommittee or a referee hearing the charges, as the case may be, and must be given an opportunity to defend themselves. The notification and charges shall be prepared in duplicate, one to be sent to the defendant, the other filed with the case records.

**SECTION 1(b).** Defendants may request a reasonable extension of time for submission of evidence or a delay in the trial date, approval of which will not be unreasonably withheld.

**SECTION 1(c).** If defendants fail to appear or otherwise present their defense when summoned or in any way obstruct the holding of a trial, hearing, or investigation, they shall be judged in default and the case shall proceed to a decision without further delay.

**SECTION 1(d).** Charges against members must be filed within one year from the date of the event(s) that gave rise to the alleged violation or within one year from the date on which the relevant facts became known or reasonably could have become known, whichever is later.

**SECTION 2(a)i.** A charge may be filed by a Local or a member of a Local.

ii. If a Local or a AFM Bylaw is allegedly violated by a member of the Local having jurisdiction where the alleged violation occurred, the Local where the alleged violation occurred shall try the charges against the member. However, any alleged violations of Article 15 (Recordings), Sections 1, 2, 3, 4, 5, 6(b), Article 13, Section 12; or to Article 5, Section 41; shall be tried by the IEB or an IEB subcommittee or a referee appointed by the International President.

iii. A charge against a member for failure to remit Work Dues in accordance with Article 9, Section 36, of AFM Bylaws, or in accordance with a Local Bylaw requiring Work Dues, shall be tried by the Local where the alleged violation occurred.

iv. In the event that a Local trial body arguably cannot function impartially, a request may be made of the International President, by the charging party or the accused party, that the IEB conduct the trial. The International President shall have the sole authority to grant or deny such a request.

**SECTION 2(b).** Any alleged violation of Article 8 (Unfair List) or Article 10 (Rights and Duties of Members) with regard to an engagement on which any musician performed who is not a member of the Local in which the alleged violation occurred shall be tried by the IEB, an IEB subcommittee, or a referee appointed by the International President.

**SECTION 2(c).** Except as provided above, the IEB or an IEB subcommittee or a referee appointed by the International President shall hear all other charges against a person who is a member of a Local other than the one in which the alleged violation occurred.

## Article 11—Charges & Trials

**SECTION 2(d).** When the trial is conducted by the charging Local, any fine imposed shall be paid into that Local's treasury. Otherwise, fines shall be paid into the AFM treasury.

**SECTION 2(e).** The Vice-President from Canada shall have exclusive jurisdiction over any matters that are in the jurisdiction of the AFM and that involve only Canadian parties and issues. S/he shall follow the procedures outlined in the Canadian Office Rules of Practice and Procedure (CORPP), as may be amended from time to time.

**SECTION 3.** If members have left the jurisdiction where they are charged with having committed a violation, they must be given an opportunity to forward their testimony in writing. Summons to send their testimony, forwarded to the members' address as appearing on the books of the Local to which they belong, shall be considered legal notice.

**SECTION 4.** If members fail to answer within 30 days from the date the notice was forwarded, they shall be judged to be in default and the Local may proceed to make its decision without further delay.

**SECTION 5.** If the trial is conducted by an IEB subcommittee or referee, it may be held in the Local where the violation is alleged to have been committed or in some other jurisdiction or place, as the convenience of the situation may reasonably require.

**SECTION 6.** If the trial is held before a referee appointed by the International President, then the referee shall hear the evidence in the case and submit the entire record including transcript, if any, exhibits received in evidence, and the referee's report and recommendation to the IEB. The IEB shall decide the case as if it had heard the evidence.

**SECTION 7.** If the trial is held before the IEB, then the charges specifying the violation must be made in writing and submitted to the International Secretary-Treasurer, who shall follow the procedure as outlined below:

- (1) The charge(s) shall be sent to the defendant for reply within 30 days.
- (2) The defendant's reply shall be sent to the opposing party for rebuttal within 30 days.
- (3) The opposing party's rebuttal shall be sent to the defendant for surrebuttal within 30 days.
- (4) The defendant's surrebuttal shall be sent to the opposing party for the party's records only and shall complete the assembly of the entire record; however, in the event of any amendment of the charge(s) during this process (1-4), the provisions of Subsections (5) and (6) below shall be implemented in assembling the entire record.
- (5) The opposing party shall be afforded the opportunity to comment on the defendant's surrebuttal within 30 days.
- (6) The opposing party's comment on the defendant's surrebuttal shall be sent to the defendant for final comment within 30 days.
- (7) At the conclusion of this process, the International Secretary-Treasurer shall submit the entire record in the case to the IEB for its decision.

## Article 11—Charges & Trials

**SECTION 8.** If defendants are found guilty by a Local Board, they may be fined not less than \$10 nor more than \$5,000 and/or they may be suspended or expelled.

**SECTION 9.** If defendants are found guilty by the IEB or its subcommittee, they may be fined not less than \$10 nor more than \$50,000 and/or they may be expelled.

**SECTION 10.** Any Local investigating or prosecuting an alleged or known violation of AFM or Local laws shall have the right to demand that another Local summon and secure the testimony or evidence of witnesses or people with knowledge of the subject matter who are within the jurisdiction of that Local. The Local so concerned shall comply in good faith, under such penalty for failure to do so as may be imposed by the IEB.

**SECTION 11.** A Local requested to secure evidence as set forth here shall have the power to impose a fine of not more than \$50 for failure to appear and testify after summons, and the requesting Local shall have similar jurisdiction over all members not affiliated locally who may be within its jurisdiction.

**SECTION 12.** The expenses of securing testimony under this Section shall be paid by the Local requesting the testimony.

**SECTION 13.** If a fine is not provided for violation of any provision of the AFM Bylaws or Standing Resolutions, then the IEB may, at its discretion, impose a fine of not less than \$10 nor more than \$50,000 upon the offending members or expel them.

**SECTION 14.** A fine imposed upon a member by a Local and sustained by the IEB cannot be rescinded by a Local without IEB consent. The same rule applies if a member is fined by the IEB.

**SECTION 15.** All penalties imposed under AFM laws must be immediately reported to the International Secretary-Treasurer, who shall notify the member or members. Members who within 30 days fail to pay the penalties allowed against them or fail to appeal to the IEB or to the Convention in cases where the AFM Bylaws provide for that appeal shall be expelled from all Locals to which they belong upon written notice from the International Secretary-Treasurer to the Locals.

**SECTION 16.** Any member who attempts to influence a decision of the IEB, or an IEB member, in any manner other than by submitting a proposition, evidence, or argument in regular form through the office of the International President or Secretary-Treasurer shall be disciplined by the IEB.

**SECTION 17.** A member may request a personal hearing. A member who requests that the AFM conduct a hearing and fails without justification to appear at that hearing shall be subject to disciplinary action including but not limited to the penalty of paying all expenses incurred by the AFM in connection with the hearing.

**SECTION 18.** Charges preferred by a member of a Local against an Officer of that Local shall be adjudicated by that Local in accordance with its Bylaws. In the event that the charges involve so many members of the trial body that it cannot legally function, the Local or the charging party shall refer the charges to the

## Article 11—Charges & Trials

International President. The President, or his or her designee, shall then review the charges and either dismiss them or refer them to the International Secretary-Treasurer for adjudication by the IEB. The decision of the President, or his or her designee, to dismiss the charges shall be final and not subject to appeal.

**SECTION 19.** If a defendant is found guilty of a violation of a Local or AFM Bylaw and it is determined that the violation has resulted in depriving any musician(s) of compensation that would have otherwise been due from a musical engagement, then, in addition to any other fine(s) that may be imposed on the member, the Local Board or the IEB, as the case may be, shall collect from the defendant and distribute to the musician(s) the full amount of unpaid compensation, plus accrued interest and any amounts that should have been contributed for statutory and union-negotiated employee benefits.

**SECTION 20.** When under instruction from the International President or International Secretary-Treasurer, a Local that incurs expenses from procuring evidence or prosecuting charges for violation of any AFM law against members other than those who belong to that Local, shall be reimbursed out of AFM funds upon presentation of an itemized bill duly approved by either the International President or the International Secretary-Treasurer.

## ARTICLE 12—APPEALS

**NOTE:** *The following sections of this Article apply to all appeals from Local and/or IEB decisions except those from decisions or awards that are governed by provisions of Article 5, Sections 23, 24, 25, and 26 relating to election challenges, Article 6—Funds, *passim*. Article 11, Section 18, relating to charges preferred against Local Officers and those specific Sections of Article 7 relating to grievances and arbitration.*

**SECTION 1.** Members are required to exhaust all remedies and appeals provided by their Locals and/or the AFM before proceeding in court or any other tribunal against any member, Local, or the AFM.

**SECTION 2(a).** An appeal can be made to the IEB from any decision of a Local or any other subordinate authority. A further appeal can be made to a Convention in any case involving an ultimate fine of \$1000 or more or expulsion from AFM membership, regardless of whether the original decision was made by a Local or by the IEB.

**SECTION 2(b).** Any decision of the Vice-President from Canada in any case involving only Canadian parties and issues in which a verdict of guilty results in a fine or expulsion from AFM membership may be appealed by the member(s) affected to the annual meeting of the Canadian Conference of Musicians. Any appeal shall be submitted to the Secretary-Treasurer of the Canadian Conference of Musicians within 30 days of receipt of the final decision of the Vice-President from Canada. The Secretary-Treasurer shall within ten business days, acknowledge receipt of the appeal and invoke the Canadian Office Rules of Practice and Procedure (CORPP), as may be necessary, to complete the procedures for submissions by the respondent parties which are to be considered by the Canadian Conference. A decision by the Canadian Conference on appeal by the Canadian member(s) under this Section shall be final and binding and the decision cannot be appealed to the AFM Convention.

**SECTION 3.** A Local Officer or Officers may appeal to the IEB from a Local decision if, in the Officers' opinion, the decision or the process by which the decision was reached violated the AFM's principles. If the IEB sustains the appeal, then it shall correct the situation, and its decision shall be binding upon the Local.

**SECTION 4.** An appeal to the IEB from the decision of a Local shall be decided only upon the evidence used in the hearing of that matter before the Local, which shall be reduced to writing at the hearing and certified by the Secretary under Local seal.

**SECTION 5(a).** In the event of an appeal to the IEB or to a Convention, the appellant may request a stay of judgment from the International President, who shall decide whether or not the appellant is entitled to it.

**SECTION 5(b).** If the request for stay of judgment is denied, then the appellant must deposit the amount of any fine, or in lieu of that a satisfactory bond, placed with the Local if the appeal is concerning a violation of a Local law by a Local member, or with the International Secretary-Treasurer if the appeal is concerning a violation of, or is governed by, AFM laws. If the appeal is upheld, then the deposit shall be returned to the appellant.

## Article 12—Appeals

**SECTION 6.** An appeal to either the IEB or to a Convention must be filed with the International Secretary-Treasurer within 30 days of the time that the appellant was advised of the Local or IEB decision, as the case may be.

**SECTION 7.** The International President or the IEB may extend the time for filing appeals for a period or periods longer than 30 days.

**SECTION 8(a).** All transcripts of records, arguments, citations, exhibits, and other documentary evidence shall accompany any appeals and they shall be in typewritten form. The International Secretary-Treasurer shall have the authority to return the papers of either party for correction in case of non-compliance with the provisions specified here.

**SECTION 8(b).** Local Secretaries, upon request, must furnish an appellant with full Local records of the case.

**SECTION 9.** The International Secretary-Treasurer shall forward a copy of the appeal to the Local Secretary, or defendant, as the case may be, who shall within 30 days respond to the appeal. For good cause, the International Secretary-Treasurer may extend the time limit.

**SECTION 10.** The Local Secretary is required to notify the parties who appeared before the Local authorities of the taking and pendency of the appeal. They shall have not more than 30 days to answer, unless an extension of time is granted in which to answer. For good cause, the International Secretary-Treasurer may extend the time limit.

**SECTION 11.** After the answer is received, the International Secretary-Treasurer shall forward it to the appellant, who shall make a rebuttal within 30 days. The International Secretary-Treasurer shall then submit the appellant's rebuttal to the defendant for surrebuttal to be made within 30 days. The International Secretary-Treasurer shall forward a copy of the surrebuttal to the appellant for his or her records and shall submit the case to the IEB for its decision. For good cause, the International Secretary-Treasurer may extend the time limit.

**SECTION 12.** In the event that either the appellant or defendant fails to proceed or make defense in the case in accordance with the stipulation contained here, the IEB may proceed to decide the case by default.

**SECTION 13.** An aggrieved party may request the reopening of a case decided by the IEB upon the grounds of prejudicial error or may submit new evidence that was not available at the prior proceeding. An application for a reopening must be submitted in writing to the International Secretary-Treasurer not later than 30 days after receipt of the IEB's initial decision, and shall explicitly set forth the alleged prejudicial error and/or the new evidence relied upon. The International Secretary-Treasurer, in his or her discretion, may grant or deny the application after reviewing the evidence submitted. If the International Secretary-Treasurer denies the request, the member may file an appeal of that denial with the IEB by filing a notice of appeal with the International Secretary-Treasurer not later than 30 days after receiving the denial of the request.

## Article 12—Appeals

**SECTION 14.** In all cases that may be appealed to a Convention, notice of appeal must be given within 30 days from the date that the decision that is to be appealed is made. All appeal cases to the Convention shall be heard not later than the third business day of the Convention and the hearing of these cases, when the time is set, shall take precedence over all other matters except by majority vote of the Convention.

**SECTION 14(a).** An appeal to the Convention shall be heard only upon the evidence submitted to the IEB, which shall be in writing.

**SECTION 14(b).** When an appeal is taken to the Convention from an IEB decision it shall be heard by the Appeals Committee, which shall render a report to the Convention. The motion presented to the Convention will be the adoption of the Committee's report. The usual rules governing debates on the motion will apply, except that the parties to the appeal may speak on the motion even if they are not Delegates.

**SECTION 14(c).** Appeals Committee members may not sit on any case in which they have any interest or which arose in a Local of which they are members. The International President may substitute members to the Appeals Committee for those disqualified.

**SECTION 14(d).** The International President may direct the Appeals Committee to come to the Convention city for the purpose of hearing appeals before the Convention officially begins.

## ARTICLE 13—TRAVELING ENGAGEMENTS

**NOTE:** *The rules contained in this article apply to all Traveling Engagements played by bands, orchestras, or individual members. Further rules are contained in Article 9, Section 36.*

### General Rules

**SECTION 1.** For the purpose of these Bylaws, a “Traveling Engagement” means an engagement in which any member performs outside the jurisdiction of that member’s home Local.

**SECTION 2.** No member shall accept employment in any of the following types of work unless the individual, partnership, or corporation engaging musicians for the work has signed an appropriate contract approved by the International President’s office: Traveling theatrical orchestras, concert orchestras, concert bands, foreign engagements, seagoing passenger and cruise ships, fairs, circuses, rodeos, and carnivals.

**SECTION 3.** The IEB is given full power and authority to promulgate, adopt, revise, and/or adjust all scales for traveling musicians and to promulgate, adopt, revise, change, suspend, and/or repeal any rules, laws, and/or Bylaws pertaining to traveling musicians, including those relating to the filing of contracts or written statements for Traveling Engagements and/or the procedure for collecting Work Dues (dues based on earnings) from traveling members for performing services within the jurisdiction of a Local of which they are not members. The IEB may exercise its powers and authorities under this Section in such a manner and to such an extent as in the IEB’s sole judgment may be in the best interest of the AFM and its members.

**SECTION 4.** Before accepting any Traveling Engagement, members shall be responsible to ascertain that the organization, establishment, or person for whom they propose to render musical services has not been placed on the International Unfair List.

**SECTION 5.** As proof of good standing, members must produce membership cards or receipts showing payment to the Local in which they hold membership. Failure to do so shall subject them to a \$5 fine.

**SECTION 6.** Members shall not be called upon to appear for duty an unreasonable length of time before their services are required. If this rule is complied with by the employer, then the time shall be computed from the time members begin service. Nothing in the above shall be construed to interfere with Local regulations governing Local engagements.

**SECTION 7.** Leaders or their agents are prohibited from furnishing singers, dancers, or other entertainers as an integral part of a group unless the entertainers receive at least the minimum AFM or Local scale, whichever is applicable.

**SECTION 8.** Members of traveling orchestras (including leaders) cannot be used by the manager of a company with which they travel or by the local employer to displace the Local orchestra or any orchestra member, if the displacing interferes with the contract under which the Local orchestra is employed.

## Article 13—Traveling Engagements

**SECTION 9.** Members who are engaged to play traveling theatrical productions for auto, industrial, or business shows in the Local jurisdiction where they hold membership shall not accompany the traveling shows when they travel to the next succeeding Local jurisdiction, unless engaged to play in the traveling orchestra for the full remaining tour of the show. This Section shall apply to all traveling shows, whether single or weekly engagements.

**SECTION 10.** Leaders or their agents must immediately notify the Local Secretary where an engagement is to be or is being performed if the engagement is postponed, canceled, extended beyond the original term, or terminated before the end of the original term. Like notice must be given as to the termination of an engagement under a contract where a specified number of weeks or other definite period is not named. (See Section 24.)

**NOTE:** *The rules contained in Section 11 pertain ONLY to hotels, cafes, inns, clubs, dance halls, etc. Further general rules are contained in Article 9, Section 36, and other sections of this Article.*

**SECTION 11(a).** In selecting the members of a traveling orchestra, leaders or managers need not confine themselves to the membership of the Local jurisdiction in which the orchestra is organized.

**SECTION 11(b).** An orchestra, during its tours, may return to the Local jurisdiction where it was organized and play incidental engagements forming part of the tour schedule, even though some orchestra members do not belong to that Local.

**SECTION 11(c).** Traveling musicians performing on one or more consecutive three-nights-or-more-per-week engagements for a period exceeding 12 months, shall be required to join the Local where the engagements are taking place. The Local must admit these traveling musicians as full members.

**SECTION 12.** Traveling orchestras are not permitted to fulfill any radio and/or television engagements that are local in character and are not played over a network without the permission of the Local where the local radio and/or television program emanates.

### Traveling Engagement Compensation

**SECTION 13.** Except for services that are covered by a CBA with a home Local or the AFM that provides for wages and other conditions of employment and that is approved for the purposes of this Article by the AFM, or services that are covered by another provision of these Bylaws or by AFM rules or regulations promulgated under these Bylaws, the minimum wage to be charged and received by any member (including arrangers, orchestrators and copyists) for services rendered on a Traveling Engagement shall be the following:

**SECTION 13(a).** In the case of Traveling Engagements of not less than five working days within a period of seven consecutive days, or of three or four days per week for two or more consecutive weeks, the minimum wage shall be no less than the Local wage scale where the services are rendered;

## Article 13—Traveling Engagements

**SECTION 13(b).** In the case of a Traveling Engagement of less than the periods set forth above, the minimum wage shall be no less than either the Local wage scale where the services are rendered or the Local wage scale where the group (or individual member performing alone) has its base of operations, whichever is greater.

**SECTION 14.** Services rendered by a member whose home Local has jurisdiction over the place of any Traveling Engagement, as part of an orchestra, group or unit including members from other Locals, shall be governed by the provisions of this Article.

**SECTION 15.** When employers fail to use all the time they are entitled to for an engagement, members cannot permit them to add the time they have failed to use to any future engagement.

**SECTION 16.** No percentage from the price of an engagement can be exacted from or paid by members for the use of a uniform or part of a uniform, or for the maintenance of a band or orchestra room, or for any purpose whatsoever. (This law shall not be construed to interfere with the bands and orchestras that, with Local or IEB consent, give benefit concerts or dances on their own behalf, nor shall it be construed as interfering with an organized band or orchestra charging regular dues from bona fide members to maintain a treasury to pay band or orchestra expenses.)

**SECTION 17.** The salary of one week cannot be applied to that of another week, even though it may be in excess of a Local or AFM price. The same principle shall apply in single engagements.

**SECTION 18.** For all Traveling Engagements the employer is required to at all times make payment for services in the currency of the country where the engagement emanates, unless an amount in excess of the stipulated salary sufficient to cover the rate of exchange is paid.

**SECTION 19.** The leader of a traveling orchestra shall be required to furnish transportation for the orchestra members. If orchestra members, at the leader's request, are required to drive their vehicles, they shall be compensated at the rate of six cents per mile or four cents per kilometer per member they transport, with a minimum payment of 30 cents per mile or 19 cents per kilometer.

**SECTION 20.** The transportation furnished or compensated for in accordance with the above shall be round-trip between the place from which the musicians were engaged and the place where the engagement occurs. If the musicians continue or tour to other engagements, however, only one-way transportation between engagements shall be provided until the end of the tour or the season's close, at which time transportation shall be furnished or compensated for back to the place from which the musicians were originally engaged. However, if musicians of their own volition terminate their engagement before the close of the tour or season they are not entitled to this return transportation.

## Article 13—Traveling Engagements

### Traveling Contracts

**SECTION 21.** If any contract requires or contemplates the recording, transmission, or reproduction of any music by any mechanical means, there shall be included in the contract a provision that “this contract shall not become effective unless and until it shall be approved by the IEB of the AFM.”

**SECTION 22(a).** Prior to the time when a Traveling Engagement is performed, leaders or individual members performing alone shall submit the contract for the engagement to the Local where the engagement is to take place when the Local has a Local law requiring its own members to file a written contract with the Local prior to each engagement. When the Local does not have such a law, the leaders or individual members performing alone shall either file their contract with the Local prior to the engagement or file a written statement with the Local prior to the engagement.

Either of these shall reflect their home address and must fully explain the conditions of the engagement, the compensation to be received for the engagement (which must include transportation costs, as defined in Section 19), the engagement hours, the names of the members who will play, the Locals to which they belong and their respective Social Security or Social Insurance numbers.

**SECTION 22(b).** Members of a non-geographic Local (as defined in Article 4, Section 10) who perform a Traveling Engagement shall submit the contract for the engagement to the non-geographical Local prior to each engagement. The non-geographical Local shall then forward a copy of each contract to the Local where the engagement was played, unless the Local elects to be notified electronically of the engagement, in which case such notification shall be required of the non-geographic Local.

**SECTION 22(c).** In the event that the members performing the Traveling Engagement are a co-op group (as defined in Article 22, Section 5), partnership or other form of a group in which there is no leader, each group member shall be responsible for complying with the provisions of this Section. Any member who violates the provisions of this Section shall be subject to a fine of not more than \$50 for each offense.

**SECTION 22(d).** However, imposition of a penalty for a violation of this Section does not exempt the leader, individual member performing alone, co-op group, partnership, or other form of group in which there is no leader, from the responsibility of filing with the Local Secretary in whose jurisdiction work was performed, a contract copy or written statement showing terms, conditions agreed to prior to playing the engagement, and all required contractual information.

**SECTION 23.** All contracts between leaders and members of traveling orchestras and bands where a specified number of weeks is not named can be canceled by either party giving two weeks written notice to the other. However, when the contract is for an engagement that lasts for a year or more, the engagement can be canceled by either party giving four weeks written notice to the other.

**SECTION 24.** All contracts between employers and members performing alone or as leaders of orchestras and bands where a specified number of weeks is not named, can be canceled by either party giving two weeks written notice to the other, after the engagement commences. However, when the contract is for

## **Article 13—Traveling Engagements**

an engagement that lasts for a year or more, the engagement can be canceled by either party giving four weeks written notice to the other.

**SECTION 25.** The failure by any member to fully perform an engagement according to its terms and conditions shall subject the member to a fine of not less than \$10 nor more than \$450 and/or expulsion.

**SECTION 26.** The price named in all contracts must be at least that of the Local or the AFM, as the case may be, regardless of any provision in the contract that if the price named is less than the Local scale or less than the AFM scale, that then the Local or the AFM scale shall govern the contract.

## **Theatrical Engagements**

**SECTION 27.** Without the Local's consent, members shall not solicit or accept Theatrical Engagements in the jurisdiction of a Local of which they are not members, if that Local or the AFM has a written agreement with the employer for the engagement in question that restricts employment to musicians residing in the Local's geographic jurisdiction. Members who are engaged to play a local Theater Engagement for a traveling musical show in the jurisdiction of the Local in which they hold membership shall not accompany the traveling musical show to the next succeeding Local jurisdiction unless engaged to play in the traveling theatrical orchestra for the full remaining tour of the traveling musical show. Any member violating this Section shall be subject to a fine of not less than \$100 nor more than \$500. This law shall not be construed so as to conflict with engagements of traveling orchestras that accompany opera and ballet companies when the services are rendered under an existing Master Agreement negotiated by the orchestra's home Local.

**SECTION 28.** A Local may place in its Constitution or Bylaws a clause specifying the minimum number of musicians who shall be allowed to play in theaters within the Local's jurisdiction. The local house leader shall be included in the minimum number.

## ARTICLE 14—SYMPHONIC ORCHESTRAS

**SECTION 1.** The term “Symphonic Orchestra” shall mean a non-profit symphony, opera, ballet, or chamber orchestra performing a varied repertoire during recurring annual seasons under a Local CBA with musicians who have personal service contracts or are otherwise engaged on a consistent and continuing basis.

**SECTION 2.** The term “Symphonic Player” as used in this Article means and includes (1) all people who are now members of Symphonic Orchestras as defined above; (2) all conductors or instrumental artists who perform with Symphonic Orchestras on a substantial number of occasions each season, and (3) all people who after an examination given by a Symphonic Orchestra are found by it to be qualified.

**SECTION 3.** A Symphonic Orchestra may travel freely for the purpose of giving concerts of a Symphonic type and without payment by it or its members of any Work Dues or other fee for the concert to the Local where the concerts are given, and without interference from, or imposition of burdens or restrictions by that Local, and without submitting its contract or the details of its engagement to that Local; but it shall remain subject to the jurisdiction of its home Local. However, in order to prevent unfair competition, the IEB shall have the authority to establish policies and regulations affecting an orchestra “in residence” outside the home jurisdiction of that orchestra or to restrict an orchestra from performing “in residence” in the home jurisdiction of another orchestra. Members of Symphonic Orchestras “in residence” in another Local’s jurisdiction shall not be permitted to perform other musical engagements in that jurisdiction without the prior consent of that Local. All engagements for Symphonic Orchestras may be arranged without the intervention of a licensed agent or other intermediary and at such terms and prices as the management and the person making the engagement may mutually agree upon, it being understood that at no time shall the players receive less than the minimum rates provided for the particular type of engagement in their contracts.

**SECTION 4(a).** The home Local shall be the exclusive bargaining representative of the members of a Symphonic Orchestra.

**SECTION 4(b).** A Local Symphonic CBA (including, but not limited to, an interim agreement and/or a side letter of agreement) may contain provisions for the orchestra to provide electronic services (radio, television, tape, film, phonograph, etc.), provided that the International President’s office or, in Canada, the Vice-President from Canada, has approved those provisions in advance of the agreement’s submission for contract ratification. For Local Symphonic CBAs based in the USA, the International President’s office shall consult with the IEB when time constraints and circumstances permit.

**SECTION 4(c).** Symphonic Players shall be free to make individual personal service contracts with the management of Symphonic Orchestras. These contracts need not be in any particular form or contain any particular provisions, but to the extent any provision is inconsistent with the CBA negotiated by the Local or with any AFM law, Bylaw, or policy in effect on the date the contract is executed, that provision shall be void. No Symphonic Player may enter into a contract with the management of an orchestra for a term exceeding five years. An individual contract may provide for the exclusive services of the player and need not be for a higher price than would otherwise prevail if the contract were not exclusive. CBAs shall be for such period of time as the parties agree and may provide that any particular terms shall be incorporated in the subsequent contract or contracts, notwithstanding the expiration of the contract period initially containing the terms.

## Article 14—Symphonic Orchestras

**SECTION 4(d).** An individual member of a Local who performs an engagement or engagements with a Symphonic Orchestra whose bargaining representative under Section 4(a) of this Article is another Local, shall be free to accept the wages, terms, and conditions prevailing in the bargaining representative Local.

**SECTION 4(e).** However, in no case shall any Local agree to a collective bargaining provision that shall operate to permit an employer to displace live musicians by the use of taped or otherwise recorded music.

This section shall not be interpreted to prohibit or restrict the use of taped or recorded music when all musicians who have a personal service contract under a CBA are employed or when all musicians who are engaged on a consistent and continuous basis are employed, and the tape or recorded music is used only to provide music of indigenous or otherwise unavailable special purpose pieces or sound effects.

**SECTION 4(f).** Meetings convened or continued for contract administration matters, contract negotiation matters, or other union matters may be attended only by AFM members, and only AFM members shall be eligible to participate in related voting. Further, only AFM members shall be eligible to serve on any Orchestra Committee, Negotiating Committee, or any other committee that is authorized to advise on, implement, or in any other way address union policy. [See Article 5, Section 41]

**SECTION 5.** Symphonic Players shall not be required to strike or to refrain from playing or performing with a Symphonic Orchestra in sympathy with or in support of a labor dispute that does not involve the orchestra of which they are members or the place, radio station, or network where they propose to perform, if that dispute is not a direct controversy between AFM members and some other person or party.

**SECTION 6.** Locals cannot compel the management of a Symphonic Orchestra to employ a local conductor to the exclusion of other conductors who are AFM members.

**SECTION 7.** The foregoing provisions applicable to Symphonic Players are not intended to abridge their rights, privileges, and obligations in other respects as members of the AFM or of its Locals. In other respects they shall be entitled to all rights and privileges and be subject to all obligations generally applicable to members of the AFM or Local, as the case may be.

**SECTION 8.** Members of a Local who have entered into a personal service contract with a Symphonic Orchestra in the jurisdiction of another Local may apply for and become full members of the Local in which the orchestra is located without any waiting period.

**SECTION 9.** AFM members who sign a contract that does not contain a cancellation clause with a Symphonic Orchestra association may cancel the contract only by written mutual consent. Members who sign a contract with a Symphonic Orchestra association must hold all lawful provisions in the contract inviolate. Members who violate this Section may have charges preferred against

## **Article 14—Symphonic Orchestras**

them in the Local where the orchestra is maintained and shall be fined a sum of not more than \$1,000 for each offense and any other penalties that may be imposed by the IEB. Nothing in this Section shall be construed as setting aside or interfering with other lawful provisions contained in the contract.

**SECTION 10.** The wage scales for Traveling Symphonic Orchestras that do not fall within the minimum guidelines established in Section 1 above, shall be those set forth in the appropriate AFM agreement.

**SECTION 11.** Established Symphonic Orchestras on tour are governed by the wage scales and conditions promulgated by their own Local and are not affected by the traveling Symphonic Orchestra scale.

## **ARTICLE 15—RECORDING**

**(All forms of recorded music—audio and/or visual)**

**SECTION 1(a).** No AFM member shall take engagements or employment or become engaged or employed in the rendering of musical services of any kind (e.g., the making of sound tracks, “sidelining,” etc.) for any type of recorded product (audio and/or visual) unless the person, firm, or corporation providing the engagement or employment shall have previously entered into an appropriate written agreement with, or approved in writing by, the AFM.

**SECTION 1(b).** Self-produced recordings by a solo performer, band or ensemble are exempt from SRLA signatory requirements provided that the musician(s) are protected by an AFM-approved joint venture agreement which shall be developed by the IEB and EMSD no later than September 30, 2008 and shall be reported back to the Locals under separate communication. This provision shall allow for sales of product outside the member’s home Local. An exemption to Local and Federation recording scales, pension, and reporting bylaws shall be granted for recording projects when the following criteria are met:

1. AFM members on the date are self-producing or collaborating in self production, not providing a service for hire, and are in creative control over material and the recording process;
2. there is no employer;
3. the purpose of the recording is to produce a demo to obtain work for live performing and/or the purpose of the recording is to produce a product for sale and the proceeds from sales exclusively benefit band members.

**SECTION 2.** Members performing alone, leaders and contractors are required to report engagement(s) or employment that will result in the production of recordings (audio and/or visual) to the Local where the engagement or employment is scheduled to take place.

**SECTION 3(a).** No AFM member may perform services (whether as composer, arranger, copyist, proofreader, instrumentalist, leader, contractor, cutter, editor, or in any other capacity): (1) where the product of the services is intended to result in, or be embodied in, recorded music made outside of the United States and Canada and the possessions of either; or (2) for the purpose of producing, editing, or dubbing recorded music except where expressly authorized and covered by a contract with the AFM or when expressly authorized by the AFM.

**SECTION 3(b).** Any member violating Section 3(a) shall be subject to a fine not exceeding \$50,000 and/or expulsion.

**SECTION 4.** No AFM member may perform any musical services where the product is intended to result in recorded music to be used by, for, or with any performer (variety or musical) as background for, accompaniment of, or in connection with the performer’s live performance except with explicit prior IEB approval.

**SECTION 5.** Employment for audio and/or visual recordings under agreements negotiated by the IEB shall not be restricted to members of the Local where the work is performed, unless otherwise provided.

**SECTION 6(a).** All geographically located Locals shall have the right to establish scale wages for local commercial radio, public radio, public television,

## **Article 15—Recording**

basic cable television, and videotape/live television, provided the emanating broadcast is confined to that Local's jurisdiction.

**SECTION 6(b).** Locals may not enter into any contract or agreement with any person, firm, or corporation providing for any type of electronic media production without prior written approval from the International President's office.

**SECTION 7:** Locals shall submit copies of all Electronic Media report forms to the Federation.

## ARTICLE 16—BOOKING AGENTS

**SECTION 1.** It is the AFM's policy to assist AFM members in securing the services of fair, honest, and scrupulous Booking Agents and to protect AFM members against unfair dealing by people serving in that capacity in order to maintain and enhance the employment opportunities and wage scales of AFM members. To further this policy, a plan of regulation of relationships between members and people serving as Booking Agents has been adopted by the IEB and amended from time to time in accordance with empowering Resolutions of the 40th Annual Convention. The plans, any amendments, and any and all related rules, orders, and regulations adopted by the IEB shall have the force and effect of Bylaws and shall supersede any other Bylaws that are inconsistent with them. Changes in Booking Agents' commission percentages shall be ratified by the Convention before becoming effective.

**SECTION 2.** For the purpose of these Bylaws, "Booking Agent" shall mean any person, firm, or corporation who for a fee procures, offers, promises, or attempts to procure employment or engagements for musicians whether or not, in addition to these activities, they perform additional services for musicians as artists' managers, personal managers, or otherwise.

"Fee" shall mean anything of value, including any money or other valuable consideration that, directly or indirectly, is charged, collected, received, paid, or promised for any service or act rendered or to be rendered by a Booking Agent.

**SECTION 3.** Any member who shall violate the provisions of this Article shall be subject to a fine not exceeding \$500 and/or to expulsion from the AFM and to any other direction that the IEB may find proper in the circumstances.

**SECTION 4.** The AFM shall maintain a Booking Agent Agreement stipulating the terms and conditions pursuant to which a Booking Agent shall perform services for AFM members and the procedures for the determination of disputes between Booking Agents and members, employers, and other Booking Agents. All parties to the agreement must be given a copy of the agreement as well as copies of amendments, modifications, or releases.

**SECTION 5.** Without becoming party to the agreement with the AFM contemplated by Section 4 above, members may act as Booking Agents: (1) for engagements to be performed within the jurisdiction of the Local in which they hold membership and reside or (2) if the activity is incidental and not a continuing practice, for engagements to be performed outside the jurisdiction of that Local, provided that the rate of commission and the other terms and conditions relating to the rendering of booking agency services by members shall be the same as are proscribed by the IEB with respect to non-member Booking Agents.

**SECTION 6(a).** No member, directly or indirectly, shall pay or agree to pay to any Booking Agent compensation exceeding the following:

- (1) Commissions equal to the percentages set forth below of the gross monies or other consideration (as defined below) received directly or indirectly by the member for each engagement:

## Article 16—Booking Agents

- (a) 15% on all engagements that have a duration of two or more consecutive days per week.
- (b) 20% on single miscellaneous engagements (one-nighters each for a different employer in a different location).
- (c) Signatory Booking Agents who have negotiated a Personal Management Agreement with members, having it filed with and approved by the President's office, shall be allowed an additional commission of 5% for each engagement performed.

(2) In no event, however, shall the payment of any commissions result in the retention by a member for any engagement of net monies or other considerations in an amount less than the applicable minimum scale of the AFM or of any Local having jurisdiction over the engagement.

**SECTION 6(b).** Commissions shall become due and payable to Booking Agents immediately following receipt of the full contract price for the stipulated engagement pay period by the members or their representative.

**SECTION 6(c).** No commissions shall be payable on any engagement if the member is not paid for the engagement, unless the non-payment was the member's fault. In such instances, the Booking Agent may file a claim with the IEB for damages not exceeding the amount of commission that would have been payable if the member had been paid for the engagement.

**SECTION 7.** All agreements providing for the exclusive employment or retainer of a Booking Agent by a member shall contain the following provisions relating to term, termination, and cancellation of engagements:

- (1) No agreement shall have an original term exceeding five years.
- (2) If an agreement providing for an original term of five years is in effect, at the expiration of the original five-year term the agreement shall be automatically extended for a further term of two years from the date of the expiration, unless:
  - (a) The member shall not obtain employment for at least 40 cumulative weeks during the last 52 weeks of the original term; or
  - (b) The total of gross earnings earned by the member from engagements to be performed during the last 52 weeks of the original term shall not equal or exceed four times the total minimum scales of the AFM or of any Local having jurisdiction over the engagements.
- (3) The agreement may be terminated by either party by notice as provided below, if the member:
  - (a) Is unemployed for four consecutive weeks at any time during the original term or any extension of the term; or
  - (b) Does not obtain employment for at least 20 cumulative weeks of engagements to be performed during each of the first and second six-month periods during the agreement term; or
  - (c) Does not obtain employment for at least 40 cumulative weeks of engagements to be performed during the subsequent year of the agreement term or any extension of the term; or

## Article 16—Booking Agents

(d) Does not obtain employment that results in total gross earnings exceeding, in aggregate, by at least 25%, the minimum scales of the AFM or of any Local having jurisdiction applicable to the engagements to be performed during the third 12-month period and during each subsequent 12-month period during the term of the agreement or any extension of the agreement; and

(e) Notice of termination shall be given by certified mail addressed to the addressee's last known address and a copy shall be sent to the AFM. Termination shall be effective as of the notice mailing date. The notice shall be mailed no later than two weeks following the occurrence of any event described in Subsections (a), and/or (d) above; two weeks following a period in excess of 13 of the cumulative weeks of unemployment specified in Subsection (b) above; and two weeks following a period in excess of 26 of the cumulative weeks of unemployment specified in Subsection (c) above. Failure so to do shall constitute a waiver of the right to terminate based upon the happening of the prior events.

(4) A member's disability resulting in failure to perform engagements and a member's unreasonable refusal to accept and perform engagements shall not by themselves either deprive a Booking Agent of the right to automatic extension of the term of this agreement (as provided in Section 7(2) above) or give the member the right to terminate (as provided in Section 7(3) above).

(5) As used above, a "week" shall commence on Sunday and terminate on Saturday. A "week of engagements" shall mean any one of the following:

- (a) A week during which a member is to perform on at least four days; or
- (b) A week during which a member's gross earnings equal or exceed the lowest gross earnings obtained by the member for performances rendered during any one of the immediately preceding six weeks; or
- (c) A week during which a member is to perform engagements on commercial television or radio or in concert for compensation equal to at least three times the minimum scale of the AFM or of any Local having jurisdiction over the engagements.

**SECTION 8.** Booking Agents shall be prohibited from making any agreements that would obligate an AFM member to assume responsibility for the payment of license fees or royalties for the performance of copyrighted compositions.

## ARTICLE 17—CONVENTIONS

**SECTION 1.** Effective August 1, 2007 the AFM shall hold a Convention triennially at a place that the IEB may determine. The Convention shall take place as close as possible to the fourth week in June except in years that conflict with Canada Day in the first week of July; in those years the Convention shall take place during the third week of June.

**SECTION 1(a).** If governmental, Presidential, or other lawful or military decree or orders, inadequacy of transportation, or other causes make it impossible to hold a Convention, then the IEB may determine that the Convention shall not be held and shall immediately notify all Locals of the facts and reasons.

**SECTION 1(b).** During the time that no Conventions are held because of the above-mentioned reasons, the IEB is vested with all the authority and power of a Convention, in addition to its regular authority—subject to the provisions of Article 3, Section 4. In lieu of a Convention, the International President shall call a special IEB meeting at a convenient time and place.

**SECTION 1(c).** The incumbent Officers shall continue in office until their successors assume their offices on the first day of August following the election at the next Convention.

**SECTION 1(d).** All of the above additional powers vested in the IEB shall remain in force only during the time that this emergency exists, it being clearly understood that Conventions shall be resumed immediately after transportation facilities permit and other restrictions are removed.

**SECTION 2.** In the event that the International President and/or IEB deem it necessary, they shall have the power to call a Special Convention.

**SECTION 3.** In the event that suitable arrangements cannot be made for a Convention in the city where it is to be held, then the International President and the International Secretary-Treasurer are empowered to select some other city for this purpose. However, the selection must be made not less than 90 days prior to the Convention and the Locals must be advised of the selection through the International Secretary-Treasurer's office.

**SECTION 4(a).** All Locals of 200 members or less shall be entitled to one Delegate. All Locals of not less than 201 members and not more than 400 members shall be entitled to two Delegates. All Locals of not less than 401 members and not more than 1,500 members shall be entitled to three Delegates. All Locals of not less than 1,501 members and not more than 3,000 members shall be entitled to four Delegates. All Locals of not less than 3,001 members and not more than 5,000 members shall be entitled to five Delegates. All Locals of not less than 5,001 members and not more than 8,500 members shall be entitled to six Delegates. All Locals in excess of 8,501 members shall be entitled to seven Delegates.

**SECTION 4(b).** A merged Local, the merger of which was the result of compliance with the AFM Civil Rights policy, shall be entitled to one additional Delegate to be elected from the Local's African-American membership.

## Article 17—Conventions

**SECTION 4(c).** Each Delegate shall be entitled to one vote on all matters determined by voice vote, including a division of the house to ascertain or verify the result of the voice vote. For election of Officers and Delegates to the AFL-CIO Convention, each Local shall be entitled to one vote for each 100 members or major fraction thereof, but no Local shall be entitled to cast more than 50 votes. No Local shall have less than one vote.

**SECTION 4(d).** The number of members of each Local shall be based on the last report made by that Local as of the December 31 immediately preceding the Convention, according to the International Secretary-Treasurer's books.

**SECTION 4(e).** On questions affecting a change in the Bylaws, each Local may, upon Roll Call, cast as many votes as it has members, according to the International Secretary-Treasurer's books. Roll Call shall be held under this Article on demand of 30 Delegates or 15 Locals.

**SECTION 5.** Delegates to the Convention (and alternates for those Delegates who may be unable to attend the sessions) shall be elected by the Locals either at annual, regular, or special meetings or at regular or special elections, but in any event by secret ballot. In the event there is no opposition for the Delegate position(s), the unopposed Delegate candidate(s) shall be declared elected by acclamation. At least 15 days prior to the election of Delegates, notice of the election shall be mailed by the Local to the last known home address of each member in good standing. Elections in violation of this law are null and void.

**SECTION 6.** All Delegates and alternate Delegates to AFM Conventions must be nominated and elected in conformity with Local and AFM laws and in conformity with the Labor-Management Reporting and Disclosure Act of 1959, as amended. In elections of Local Officers, Convention Delegates, and alternate Delegates no vote shall be counted for a person who has not been duly nominated. A quorum is not required for such nominations and/or elections to take place.

**SECTION 7.** No member shall be permitted to represent more than one Local, nor shall members be permitted to act as Delegates for a Local unless they are full members in good standing in the Local.

**SECTION 8.** In the event of protests being filed against the seating of Delegates, the protests must be accompanied by a certified copy of the minutes of the meeting at which the election of Delegates took place or the official returns of the election at which the Delegates were elected (or a certified copy), together with the ballots cast if necessary to prove the facts, under seal, which shall be furnished by the Local Secretary. All other documentary evidence must be duly sworn to before a notary public. Contestants must notify the accredited Delegate at least 48 hours before the Convention opening of their intention to contest, and either party may submit evidence in person or by proxy.

## Article 17—Conventions

**SECTION 9.** It shall be the duty of Local Secretaries to notify the International Secretary-Treasurer of the names of the Delegates and their alternates immediately after the election.

**SECTION 10(a).** If any Local secures credentials for any member as a Delegate to an AFM Convention in excess of the number of Delegates to which the Local is entitled and the excess Delegate appears at a Convention, is seated and serves there, solicits and/or accepts and receives per diems, hotel, and other expenses, then the Local, the person appearing as the excess Delegate, and any other AFM members who directly or indirectly aided or had any part in procuring the credentials, may all be made defendants in charges for the commission of these acts..

**SECTION 10(b).** The IEB shall have exclusive jurisdiction to try the charges and, after trial, if defendants are found guilty, the IEB may in its judgment compel the defendants to repay to the AFM all sums so received by the excess Delegate and may further discipline the defendants by fine, suspension, and/or expulsion, as may be determined. The IEB may also, in its judgment, declare any excess Delegate or any other member found guilty to be ineligible to act as a Delegate to an AFM Convention for a period not to exceed five years.

**SECTION 11.** The title of Honorary Delegate may be conferred by majority vote of the Convention Delegates assembled, but the compliment shall not entitle the Honorary Delegate to any privileges vested in the Locals' Delegates, and only the hotel expenses shall be borne by the AFM.

**SECTION 12.** Conferences shall be permitted to submit Resolutions to the AFM Convention. In addition, each Player Conference shall be allowed to send three nonvoting Delegates to the Convention who shall be duly elected by their Conferences and shall be entitled to all the rights and privileges of other Delegates except the right to nominate candidates for office, to participate in any floor debate on nominations, and to vote in elections of Officers or on any matter presented to the Convention.

**SECTION 13.** The International President shall not be eligible for election as a Delegate from any Local, but shall exercise all the prerogatives of a presiding Officer and shall, in addition, have the right to speak on the Convention floor on all questions.

**SECTION 14.** IEB members are not eligible to serve as Delegates to an AFM Convention.

**SECTION 15.** The AFM shall pay \$50 per diem to each of the following in attendance for each full or fraction of a day during which the Convention is in official session plus one day of travel to the Convention city:

- (1) One Delegate from each Local as defined in Article 17, Section 4;
- (2) One Delegate from each Player Conference as defined in Article 22, Section 14;
- (3) Each African-American Delegate from merged Locals as defined in Article 17, Section 4(b).

## Article 17—Conventions

In addition, the AFM shall pay \$50 per diem to each committee member required to be present in the Convention city prior to the first day on which the Convention is in official session.

Hotel accommodations shall be paid by the AFM for each individual mentioned above in this Section for each day per diem is required (including the one additional day), provided the individuals stay at the designated hotel(s) pursuant to an agreement between the AFM and the designated hotel(s).

**SECTION 16.** Delegates who leave their home Locals directly for the Convention or who arrive at the Convention site and who, due to death, accident, illness, or other unfortunate or unforeseen event, either do not arrive at the Convention site or, having arrived, are unable to attend the Convention proceedings, may be voted full Delegate payments after submission of the facts to the Convention.

**SECTION 17.** No Convention may raise or lower the rate of compensation for Delegates for the current year.

**SECTION 18.** AFM members in good standing, upon presentation of proper identification, may attend Convention sessions as spectators except when the Convention itself goes into executive session, when all but Delegates are excluded.

## ARTICLE 18—CONVENTION PROCEDURES

**SECTION 1.** The order of business at Conventions shall be:

### FIRST DAY

- Call to order.
- Opening ceremonies.
- International President's Report.
- Introductions.
- Appointment of Committees.
- Report of the Credentials Committee.
- Convention Business.
- Communications and Announcements.

### SECOND DAY

- Memorial Service.
- Discussion about, and voting on, Recommendation No. 1 and all other Recommendations or Resolutions dealing with the amount of Per Capita Dues, AFM Work Dues, and any other fee or assessment charged to Locals or members.
- Convention Business.
- Nominations of Officers and AFL-CIO Convention Delegates.

### THIRD DAY

- Convention Business.
- Election of Officers and AFL-CIO Convention Delegates.

### FOURTH DAY

- Report of the Election Committee.
- Business of the Convention
- Administration of oath of office to elected Officers.
- Adjournment.

**SECTION 2.** The most recent edition of Robert's Rules of Order Newly Revised shall be the parliamentary authority for the AFM Convention, which rules shall govern the Convention in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any Special Standing Rules adopted for each Convention. The manner of voting shall be *viva voce*, unless otherwise ordered. All voting shall be in accordance with Article 17, Section 4.

**SECTION 3.** The Recommendations made in the official report of the International President or International Secretary-Treasurer relative to any new law or to any advisable changes in existing laws shall be immediately referred to the Law Committee and shall not then be considered in connection with the Officer's report.

### Procedure for Submitting Resolutions

**SECTION 4(a).** Delegates, Locals, or Conferences desiring to introduce a Resolution for consideration by the Convention must forward it in writing to the

## Article 18—Convention Procedures

International Secretary-Treasurer, postmarked or electronically transmitted not later than March 1 of the Convention year. All electronically transmitted Resolutions must also be submitted by mail, postmarked no later than the next business day.

**SECTION 4(b).** Any Resolution or measure to amend the provisions of the AFM Bylaws shall be cast in the following form for presentation to the Convention:

- (1) Language and punctuation to be deleted from an existing provision shall be set forth in full and enclosed by square brackets and the deleted material shall be struck through, as [—]. This requirement shall not apply to a proposal to repeal an entire section, which may be done simply by specific reference. A Resolution prepared on a typewriter on which square brackets are not available may use double parentheses as a substitute for the square brackets.
- (2) New words added to an existing provision shall be underlined.
- (3) The deletions shall precede the new matter; e.g., "...in the sum of [\$50] \$100."
- (4) Entirely new sections need not have all words underlined but shall be preceded by the designation NEW SECTION, in upper case followed by a period and the designation underlined, including the period.

**SECTION 4(c).** Resolutions forwarded to the International Secretary-Treasurer must be drafted and submitted in the form as detailed in Section 4(b) above by the Delegate(s), Local(s), or Conference forwarding the Resolution(s) to the International Secretary-Treasurer, and any Resolution not in proper form shall not be accepted by the International Secretary-Treasurer and must be returned to the proponent(s).

**SECTION 4(d).** All Resolutions thus submitted shall be printed in the *International Musician* prior to the Convention.

**SECTION 5.** All Recommendations to be proposed to the Convention by AFM Officers or by the IEB, as are then formulated, shall be printed in the May issue of the *International Musician*. However, in the event of an emergency, a Recommendation may be introduced to the Delegates of any Convention by a two-thirds vote of the IEB.

**SECTION 6(a).** All Resolutions or measures shall be numbered consecutively and printed in compact pamphlet form.

**SECTION 6(b).** All Resolutions and/or Recommendations shall also be printed and mailed by the International Secretary-Treasurer not later than June 1 of the Convention year to all Local Presidents, Secretaries, and Delegates then known.

**SECTION 7.** In the event of an emergency, a Resolution may be introduced to the Convention by a vote of two-thirds of the Delegates present.

**SECTION 8.** No Resolution having for its object the expenditure or allocation of AFM funds shall be acted upon by the Convention until 24 hours after the resolution has been properly submitted to the Delegates for their consideration. No Resolution or Recommendation having for its object the increasing or decreasing of Per Capita Dues, Federation Work Dues, or any other fee or assessment charged to Locals or members shall be considered by the Convention until Recommendation No. 1 has been voted on by the delegates.

## Article 18—Convention Procedures

**SECTION 9.** No alterations or amendments to the Bylaws (except as is otherwise provided in the Bylaws or ordered by a Convention) shall be made unless proposed in writing, and the alterations or amendments must receive a majority vote of the Delegates present to become a law, unless otherwise provided.

**SECTION 10.** All amendments and additions to the laws passed by the AFM shall go into effect the 15th day of September succeeding the Convention that enacts them except when the Convention has designated a date other than September 15.

**SECTION 11.** At the Convention the International President shall appoint the following Committees: Credentials, Law, Finance, Measures and Benefits, Good and Welfare, Organization and Legislation, *International Musician*, Public Relations, TEMPO, Committee to Assist Small and Newly-Formed Locals, Diversity Committee and such other Committees as the Convention may direct. As soon as practicable after receiving the list of Delegates, the International President shall appoint from that list the Credentials Committee and the Law Committee, and from the Law Committee members a subcommittee of five to be known as the Appeals Committee. The Law Committee and Finance Committee shall be comprised of 15 Delegates. The number of Delegates appointed to all other Committees shall be determined by the International President but shall not be less than ten.

**SECTION 12.** The President may direct any Committee to come to the Convention city prior to the Convention for the purpose of considering and making recommendations on Resolutions or for other Convention business.

**SECTION 13.** The Credentials Committee shall examine and report on the credentials of Delegates. The Committee chairperson shall take charge of all documents appertaining to the Committee's duties, and investigate and report upon the Delegates' credentials immediately after appointment. The Committee report shall be disposed of before any other business is transacted.

**SECTION 14.** The Finance Committee shall inspect and investigate the AFM's financial affairs and the International Secretary-Treasurer's accounts, as well as the books and accounts of all who may be entrusted with the receipt or expenditure of AFM funds, and shall make a full report in writing of its findings to the AFM Convention at which it was appointed.

**SECTION 15.** All other Committees created by the Convention shall perform the duties indicated by their title, and all Resolutions introduced shall be referred by the International President to the Committee he or she deems appropriate to receive and act upon the Resolutions.

**SECTION 16.** Printed copies of the Annual Report booklet containing the reports of the International President, International Secretary-Treasurer (which shall include beginning and year-end Federation census, excluding multiple membership), Auditor's financial statement, and *International Musician* shall be mailed to the accredited Delegates to the AFM Convention, if possible, on or before May 1 of the Convention year. The Annual Report booklet shall be submitted to all AFM Locals no later than June 30 of those years during which no Convention is held.

## Article 18—Convention Procedures

**SECTION 17.** Members of Locals cannot act as lobbyists to influence Delegates in any matter that has not been properly presented and discussed by the Convention Delegates in meeting assembled. Locals are not permitted to send lobbyists either at their own expense or at the expense of members; neither can Locals or members designate non-members to act as lobbyists. Only delegates and Federation officials shall have access to the convention floor. Individuals not having proper badges will be removed from the tables reserved for Delegates.

**SECTION 18.** A Memorial Service shall be conducted at each Convention by a Committee of three, appointed by the International President, and held at a time designated by the International President. Suitable music shall be provided and the musicians and soloists shall be paid from AFM funds.

**SECTION 19.** Locals acting as AFM Convention hosts are directed to provide a band and/or orchestra during the Convention. The IEB shall set the time and place for the services and the number of members to perform.

**SECTION 20.** The hours of registration of Convention Delegates shall be from 3:00 p.m. to 6:00 p.m. on the day preceding the opening of the Convention and from 8:00 a.m. to 11:00 a.m. on the Convention opening day. Registration shall be at the headquarters hotel, and notice of the time and place of registration shall be printed in boldface type on the Certification of Credentials issued to each Delegate.

**SECTION 21.** The host Local shall furnish to the International Secretary-Treasurer within a reasonable time prior to the Convention a list of names and addresses of establishments in the Convention city using live union music and indicating the type of music. These lists shall be furnished to the Delegates for their information.

## ARTICLE 19—ELECTIONS

**SECTION 1.** The election of Officers shall take place at each Convention and shall be as prescribed in the following Sections.

**SECTION 2.** Candidates seeking election to any International Office may forward to the International Secretary-Treasurer, postmarked or electronically transmitted not later than April 1 of the Convention year, a statement certifying their intention of seeking election for the particular Office and a campaign statement that shall not exceed 100 words. All electronically transmitted statements must also be submitted by mail, postmarked no later than the next business day. The International Secretary-Treasurer shall publish the names and campaign statements received from candidates in the *International Musician* prior to the Convention.

**SECTION 3.** Candidates seeking election to any Federation Office may only be nominated by a Convention delegate at the Convention. Only members in good standing may be nominated. No member may be nominated for more than one Office. The time of nominations and election of Officers shall be designated by the Convention not later than the first day it is in session. A correct copy of the names of all nominees shall be furnished to each Delegate and the election shall be conducted in accordance with the Australian ballot system. Nominating speeches by Delegates shall be limited to two minutes each.

**SECTION 4.** Nominees for AFM Office may choose to appear on the election ballot as part of a group of candidates associated with one another. Nominees desiring to be listed on the ballot as members of such a group shall present a written notification to the Election Committee within one hour after the end of the Convention session during which nominations are held, which notification must be signed by all the candidates in the proposed group. Any such group of candidates may choose a name of reasonable length for their group, which name shall appear on the ballot after each candidate's name. Notwithstanding such designation, voting for Officers and AFL-CIO delegates shall be on an individual candidate basis.

**SECTION 5.** For the Offices of International President, International Vice-President, Vice-President from Canada, and International Secretary-Treasurer, a majority of votes cast is necessary to elect. In case of nominees not receiving a majority of votes for their respective Offices, all but those two nominees for the Office receiving the highest vote shall be dropped and a second ballot shall then be taken for the Officers, and the candidate receiving the majority of votes cast shall be declared elected.

**SECTION 6.** If there is no opposition for an AFM Office or position, the unopposed candidate(s) shall be declared elected by acclamation.

**SECTION 7.** The five candidates receiving the highest number of votes for the Executive Committee shall be declared elected.

**SECTION 8(a).** The number of candidates to be elected as AFL-CIO Convention Delegates receiving the highest number of votes shall be declared

## **Article 19—Elections**

elected. Those Delegates shall be allowed their hotel and traveling expenses for attending the AFL-CIO Convention.

**SECTION 8(b).** Unless given specific direction by the AFM Convention or, in the absence of Convention direction, the IEB, AFM Delegates to a convention or conference of a non-AFM organization (e.g., the AFL-CIO) shall be free to exercise their representative duties in the manner they see best fit, provided that this exercise of representative duties is not inconsistent with the AFM's mission as set forth in these Bylaws.

**SECTION 9.** In the event that more than one ballot is necessary by reason of a tie vote, only the names of those candidates who have received an equal number of votes shall be voted upon, and the candidate(s) receiving the greatest number of votes shall be declared elected.

**SECTION 10.** Votes for members not nominated in accordance with Section 3 of this Article (i.e. write-in votes) shall not be counted. In those places on the ballot calling for more than one candidate to be elected, that part of the ballot shall not be counted if more than the full number to be elected is voted for.

**SECTION 11.** On the ballot, after the name of each candidate for the Office, there shall be printed the number of the Local that the candidate represents and the name of the city and state or province in which the Local is located.

**SECTION 12.** The International President shall appoint an Election Committee of sufficient members whose duties shall be as follows:

- (1) Following the nomination of all candidates there shall be a drawing of lots for position on the ballot. The drawing shall be supervised by the Election Committee.
- (2) As soon as the balloting is declared in order, the judge shall take charge of the Convention and the Delegates shall form in line irrespective of the number of their Locals. Delegates on passing the ballot box shall call the name and number of their Locals.
- (3) The clerk shall check these on a checklist, naming the number of votes the Local is entitled to.
- (4) The tellers shall see that the correct number of votes are cast and, after balloting is declared closed, count them and report the results to the Convention.

**SECTION 13.** Each candidate for Office at the International Convention, or a representative designated in writing, shall be permitted to witness the counting and tallying of votes while it is being done by the Election Committee.

**SECTION 14.** A Convention may, by a two-thirds vote, elect anyone who has been an IEB member for at least 15 years to "Life Membership at Large" in the AFM.

**SECTION 15.** All Officers elected at a Convention shall assume Office on the first day of August following the Convention.

## ARTICLE 20—POLICY

**SECTION 1.** As a matter of policy, the AFM shall, whenever possible, purchase only union made supplies and services and shall patronize establishments using only union musicians. The AFM strongly urges all members, Locals, and Conferences to adhere to this same policy.

**SECTION 2.** The AFM urges Locals to assist AFM members in distress.

**SECTION 3.** The AFM endorses the political policy of the AFL-CIO, to wit: "Stand faithfully by your friends and elect them. Oppose your enemies and defeat them."

**SECTION 4.** The AFM recognizes the week beginning on the first Sunday in May as National Music Week, commends the activities of those agencies that brought about its establishment and observance, and urges all AFM Locals to give moral and active support in all communities where the observance of the week has been already established and to give support or take the initiative bringing about observance in all localities where it has not yet been done.

**SECTION 5.** The AFM approves and adopts as expressive of its fundamental policy the Code of Ethical Practices adopted by the AFL-CIO Second Constitutional Convention.

**SECTION 6.** Compulsory retirement because of age is contrary to AFM policy.

**SECTION 7.** The AFM approves and adopts as expressive of its fundamental policy the principles embodied in Article II, Section 4, of the AFL-CIO Constitution.

**SECTION 8.** The AFM is unalterably opposed to all Right-to-Work laws and requests all Local Officers to inform their respective state legislators of our position. The AFM, in conjunction with the AFL-CIO, shall do all in its power to have laws proposed in the United States Congress banning all so-called Right-to-Work laws.

**SECTION 9.** AFM members who are directors or members of fraternal bands, school bands, drum corps, or marching units are urged to encourage members' purchases of band uniforms only from those firms that sell a union-made garment carrying a union label.

**SECTION 10.** The AFM shall endeavor to have included in all CBAs covering the services of members in the production of records, tapes, and other products containing recorded music the provision that the product shall bear the AFM seal in a conspicuous place.

**SECTION 11.** The AFM shall dedicate itself to the vital task of recruiting and organizing, pursuing this mission both on the AFM level and through Local cooperation and active participation.

**SECTION 12.** Each Local shall be encouraged to develop and implement a plan, which shall be consistent with the mission of the AFM as set forth in Article 2, to (1) expand its representation of the active music industry in its jurisdiction, (2) increase its membership base, and (3) advance the general welfare of professional musicians within its jurisdiction. The AFM shall develop and maintain support resources to assist Locals in pursuing this objective.

## **ARTICLE 20—POLICY**

**SECTION 13.** As a matter of policy, each Local shall be affiliated with its local Central Labor Body and/or its State or Provincial Central Labor Body.

## **ARTICLE 21—COLLECTION AND DISTRIBUTION ON BEHALF OF MEMBERS**

**SECTION 1.** The AFM is authorized to act as the representative of musicians for the purpose of collecting and distributing government mandated or other compulsory royalties or remuneration payable to musicians under the laws of the United States, Canada, or other countries included but not limited to the United Kingdom, Spain, the Netherlands, Italy, Japan and France. The AFM is authorized to offset from any royalties and remunerations collected the reasonable expenses of collecting, administering, and distributing those royalties and remunerations.

**SECTION 2(a).** With respect to any residual payments received by the AFM pursuant to a AFM negotiated agreement for a New Use of a musical product, the AFM shall deposit those monies into a separate interest-bearing account and then attempt to identify and locate the musicians to whom the payments are due and to distribute those payments to them. Similarly, when the AFM receives any government mandated or other compulsory royalties or remuneration, the AFM shall deposit those monies into a separate interest-bearing account and attempt to identify and locate the musicians to whom the payments are due and to distribute those payments to them.

**SECTION 2(b).** In the event that musicians cannot be identified and located, and they do not file a claim for payment with the AFM within three years after the AFM has received the payment, the AFM shall then be authorized to transfer the monies due to those musicians to the general treasury to be used to defray the costs of administering and operating the AFM; provided, however that at any subsequent point the musicians may file a written claim with the AFM and, upon doing so, they shall receive the residual payment to which they are entitled without interest and offset by any applicable AFM Work Dues. If the State or Province is holding the residual payment due to the musicians, the musicians may apply to the State or Province for their payment. This section shall apply retroactively to all residual payments received by the AFM.

## ARTICLE 22—MISCELLANEOUS

**SECTION 1.** Three flags (one Canadian, one American, and the official AFM flag) shall be used and displayed at all AFM parades and meetings.

**SECTION 2.** The provisions of the AFM Bylaws and of the Constitution and/or Bylaws of any Local shall not be enforced in any manner in conflict with public law.

**SECTION 3.** If any Article, Section, Subsection, or portion of these Bylaws or of any Resolution or Recommendation adopted by any Convention should be held to be illegal, invalid, or null and void by a court of competent jurisdiction, each and every other provision of these Bylaws or of the Resolution or Recommendation shall remain in full force and effect.

**SECTION 4.** Non-gender reference shall be used when referring to musicians and members in all AFM and Local Constitutions and Bylaws, wage scale sheets (price lists), contracts, CBAs, correspondence, and office memos.

The International Secretary-Treasurer shall make the appropriate changes in new AFM publications and shall direct all Local Secretaries to do the same in all Local publications.

**SECTION 5.** The definition of a cooperative (co-op) or partnership group shall be: A musical unit consisting of two or more permanent members in which the permanent members share all income and expenses of the group and participate in making decisions including, but not limited to, the engagements to be performed, the amounts to be charged, and distribution of all income.

**SECTION 6.** (i). As a matter of policy, at least three rank-and-file musicians, selected in consultation with the Player Conferences Council and the Freelance Musicians representative(s), shall be included among the Trustees appointed by the President to the Board of the American Federation of Musicians and Employers' Pension Fund (U.S.).

(ii). To give effect to and fulfill the requirements of this Section, the President, upon learning of a Trustee vacancy or Trustee resignation among the three rank and file musician Trustees shall, at Federation expense, convene as soon as practicable a conference call with the principal officer (or his/her designee) of each Player Conference and Freelance Musicians to initiate the above consultation and selection process. This consultation process shall be repeated for each succeeding vacancy until the number of rank-and-file board members required in subsection i, above, is satisfied.

(iii). For purposes of this Section only, rank-and-file musicians are defined as individuals who, at the time of their respective appointments, (1) are vested in the American Federation of Musicians and Employers' Pension fund (U.S.); (2) received AFM-EP-covered wages for the rendering of musical services in each of the three years immediately preceding in an amount at least equal to that required by the Fund to accrue one year's vesting credit for each of the three years; and (3) are neither Federation officers nor hold major elected or appointed union office in an AFM Local (i.e., President, Secretary, Treasurer, Executive Assistant).

**SECTION 7.** The AFM shall advocate the rights of musicians in their live and recorded performances in the United States, Canada, and other countries, and, where the AFM deems it appropriate, collect and distribute government

## Article 22—Miscellaneous

mandated or other compulsory royalties or remuneration that are subject to collective administration.

**SECTION 8.** Any agreement to merge the AFM with another International union may be considered at a regular biennial Convention of the AFM, at a special Convention called for that purpose, or by a mail ballot referendum. At a regular or special Convention, a merger agreement shall require for ratification a two-thirds vote of the Delegates present, or, upon request for a Roll Call vote presented in the manner described in Article 17, Section 4(e), a two-thirds vote of the membership represented at the Convention. A mail ballot referendum shall require a two-thirds vote of the valid ballots returned by the members in good standing in order to ratify the merger agreement.

**SECTION 9.** The AFM shall provide ongoing support and service in connection with computer software systems provided by the AFM to its Locals, including the provision of periodic software updates which shall conform software previously provided to agree with any subsequent adoption of or amendment and modification to AFM Bylaws, Rules, and Regulations, as the case may be. For the further benefit of its Locals in this regard, the AFM shall provide written instructions for installing and utilizing all such software systems.

**SECTION 10.** All Locals are encouraged to computerize at the earliest opportunity.

**SECTION 11.** All air travel by AFM Officers, staff, or representatives, when done at the AFM's expense, shall be only at "coach," or "economy," or similarly classed fares.

**SECTION 12.** The AFM shall develop and maintain an ongoing program to educate Local and AFM Officers, staff, and members in a manner and form to be determined by the IEB. The AFM shall report annually on the education program's progress and effectiveness.

**SECTION 13.** Except as required in contracts entered into prior to August 1, 2001, it shall be the policy of the Federation and its Locals thereof to maintain the privacy of all membership information, including e-mail addresses, telephone numbers, fax numbers and social security/social insurance numbers. This information shall not be disclosed to any person or firm that has as an objective the solicitation of business from AFM members.

## Conferences

**SECTION 14.** Conferences composed of representatives from the Locals in one or more states or provinces ("Locals' Conferences"), and conferences composed of representatives from Symphonic Orchestras or of member-musicians in other specialized fields ("Player Conferences"), may be organized and granted official status in the AFM by the IEB.

**SECTION 14(a).** Each Conference shall provide the International President's office with copies of its current Constitution and Bylaws, copies of official publications, and (1) an annual IRS Form 990 or other annual financial report required to be filed with the government or, if none exists, (2) an annual financial statement consisting of assets, liabilities, and cash receipts and disbursements.

## Article 22—Miscellaneous

**SECTION 14(b).** All official meetings of Conferences shall be under the supervision of an IEB member, designated by the International President.

In the event that the International President is of the opinion that, because of unusual circumstances, it is impractical to assign an IEB member, s/he may assign an Executive Officer Emeritus, a Presidential Assistant, or a State or Provincial representative.

**SECTION 14(c).** A player conference shall select its own representative(s) to all Federation committees that are created by these Bylaws, the Convention, the IEB or International President on which such player conference participation is specified.

**SECTION 15(a).** A Council shall be formed consisting of one elected representative from each of the then current Locals' Conferences, which shall be known as the Locals' Conferences Council ("LCC"). A Council shall be formed consisting of one elected representative from each of the then current Player Conferences, which shall be known as the Player Conferences Council ("PCC"). The purpose of these Councils is to exchange information and ideas on appropriate subjects regarding the good and welfare of the AFM, its Locals, and its members.

**SECTION 15(b).** The LCC and the PCC shall meet for two days in non-convention years at the discretion of the International President. The first day shall be an exclusive meeting of the LCC. The first order of business shall be the election of an LCC Chairperson and Secretary. The Chairperson shall appoint the Sergeant-at-Arms. On the second day, the LCC and the PCC may meet jointly or separately with the IEB.

**SECTION 15(c).** Each LCC and PCC Delegate shall be compensated as provided for AFM Convention Delegates and shall receive per diem of \$50 per day and hotel allowance for the two days the meeting is in session and the Delegate attends plus one travel day.

## Glossary

### GLOSSARY OF TERMS AND ACRONYMS

**AFM**—Acronym for the American Federation of Musicians of the United States and Canada; the organization governed by these Bylaws.

**AFL-CIO**—Acronym for the American Federation of Labor and Congress of Industrial Organizations, a body of labor organizations in the United States with which the AFM is affiliated.

**CBA**—Acronym for Collective Bargaining Agreement, a contract between a union and one or more employers covering terms of employment such as wages, working conditions, and grievance procedures.

**CLC**—Acronym for the Canadian Labour Congress, a body of labor organizations in Canada with which the AFM is affiliated.

**Electronic Media**—Collective term for any employment that transmits or preserves music electronically, e.g., broadcasting, sound recording, film scoring, videotaping, and recording commercial announcements.

**EMSD**—Acronym for the Electronic Media Services Division, the section of the AFM that deals with recording matters.

**Executive Committee**—The five untitled International Executive Officers who, together with the Titled Officers, form the International Executive Board.

**Federation**—The AFM as contrasted with its chartered Locals, particularly with reference to dues.

**FIF**—Acronym for Federation Initiation Fee, the one time fee that new members pay to the Federation when they join the AFM.

**FMSMF**—Acronym for the Film Musicians Secondary Markets Fund, a service that track, collects and distributes residual payments from the motion picture and television film industries to musicians who worked on their products.

**ICSOM**—Acronym for the International Conference of Symphony and Opera Musicians, a Player Conference of Symphonic musicians with major orchestras in United States.

**IEB**—Acronym for International Executive Board, the governing body of the AFM between Conventions consisting of the President, the Vice-President, the Vice-President from Canada, the Secretary-Treasurer, and the five members of the Executive Committee.

**International Musician**—The AFM's official journal, a monthly publication sent to all AFM members in good standing.

**LCC**—Acronym for Locals' Conferences Council; a council composed of one representative from each Conference of Locals.

**LIF**—Acronym for Local Initiation Fee, the one-time fee that new members pay to a Local when they join that Local.

**Locals' Conference**—Conference composed of representatives of geographic Locals, serving the interests of those Locals.

**MPF**—Acronym for the Music Performance Fund (formerly the Music Performance Trust Funds [MPTF]), which hires musicians for live performances with funds from contractual contributions based on record sales and from donations made by co-sponsors.

## Glossary

**OCSM/OMOSC**—Acronym for the Organization of Canadian Symphony Musicians/L’Organisation des Musiciens d’Orchestres Symphoniques du Canada; a Player Conference of Symphonic musicians working with orchestras in Canada.

**OSP**—Acronym for the Orchestra Service Program, a special means of allowing the AFM to provide services such as contract negotiation and administration to the members of a Symphonic Orchestra when their Local cannot or does not provide basic services needed to properly represent them.

**Pamphlet B**—An AFM CBA covering musicians working with Touring Theatrical Musicals.

**Per Capita Dues**—Dues that a Local pays quarterly to the AFM, based on its membership count as of specified dates with an equivalent per person amount being built into the Local’s membership dues structure.

**PCC**—Acronym for the Player Conferences Council, a body composed of one representative from each of the official Player Conferences.

**Player Conference**—A conference composed of representatives of member-musicians in specialized fields of employment.

**Price List**—A list of Federation or Local scales, also called as a Scale Book or Tariff of Fees.

**Referral Program**—A program by which a Local refers members to potential purchasers of their services.

**RMA**—Acronym for the Recording Musicians Association, an international Player Conference of Electronic Media musicians.

**ROPA**—Acronym for the Regional Orchestra Players’ Association, a Player Conference of Symphonic musicians with lower budget orchestras in the United States.

**Scale**—The applicable minimum that AFM members may accept for an engagement, as designated in a CBA covering the engagement or in the wage scale sheet, price list, Tariff of Fees, or the executive order of a Local or of the AFM.

**Scale Book**—A list of Federation or Local scales, also called as a Price List or Tariff of Fees.

**SRSPF**—Acronym for the Sound Recording Special Payments Fund, a service that distributes payments from recording companies’ product sales to musicians based on the amount of each musician’s scale earnings from recording sessions.

**SSD**—Acronym for the Symphonic Services Division, the section of the AFM that deals with Symphonic matters.

**Symphonic Orchestra**—A regularly organized nonprofit symphony, opera, ballet, or chamber orchestra having a Local CBA.

**Tariff of Fees**—A term used, particularly in Canada, for a list of AFM or Local scales, also called a Price List or a Scale Book.

**TMA**—Acronym for Theater Musicians Association, a international Player Conference of Theatrical musicians.

**Traveling Engagement**—An engagement that includes a member working outside of the jurisdiction of that member’s home Local.

**Work Dues**—Dues to a Local and/or to the AFM based on a percentage of the scale wages earned.

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