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CONSTITUTION

ARTICLE I - NAME, AFFILIATION AND JURISDICTION

Section 1. The name of this organization shall be Local No. 927 International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, AFL-CIO (hereinafter called "Local").

Section 2. This Local has been established and exists by virtue of a Charter issued by the International Alliance of Theatrical Stage Employees and Moving Picture Machine operators of the United States and Canada (hereinafter called the "Alliance" or "International") and pursuant to the Constitution and By-Laws of the International.

Section 3. Jurisdiction of this Local shall embrace the jurisdiction set forth in the Charter granted, and more fully defined in Article XVIII, Section 9 and 10 of the International Constitution.

ARTICLE II – OBJECTS

Section 1. This Local is dedicated to the principles of trade unionism. Its objectives are to unite all workers within its jurisdiction for the following purposes:

To improve their wages and hours of work, to increase their job security and to better their working conditions.

To advance their economic, social, and cultural interests.

To establish peaceful and harmonious relations between its members and their employers, and to increase the stability of the industry.

To assure full employment.

To promote and support democracy and free trade unionism.

To engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining throughout all trades and industries.

Section 2. This Local shall endeavor to accomplish the foregoing purposes by organizing the unorganized, educating its membership, negotiating collective bargaining agreements with employers, securing progressive legislation, and by using all other appropriate means within the International.

Section 3. (Amended Feb 24, 2009) Members shall be allowed to work for substandard wages and conditions for the purpose of organizing. Members doing so must inform the local and receive authorization from the executive board.

ARTICLE III – MEMBERSHIP

Section 1. Qualification for Membership

No person shall be eligible for membership or for retaining membership in this Local who shall be a member of any organization having for its aim or purpose the overthrow, by force of the Constitution of the Government and the United States or Canada.

Any member who shall, upon trial, be found to lack any of the qualifications for membership in this Local shall forthwith be expelled and shall surrender all rights and privileges as such member, including death benefits and other property rights, if any, in the assets of this Union; and no member so expelled shall be eligible for reinstatement hereinafter.

Any person applying for membership in this Local must be of good moral character and reputation, and unless waived by the International for proper cause upon application by this Local, must have been a resident for at least eighteen months preceding his application within this jurisdiction.

Such applicant shall be of legal age (18) to engage in gainful employment within the jurisdiction of this Local.

There shall be no discrimination against any person in respect to membership in this Local by reason of race, color, creed, national origin, sex or age.

Section 2. Application for Membership

- a.** Every application for membership must be made upon the official printed form supplied by the International to this Local.
- b.** A member in good standing who will be responsible for guiding the applicant through the application process must sponsor each applicant. Applicants unable to obtain a sponsor will be assigned a sponsor by the Board of Examiners.
- c.** Each application must be accompanied by a check to the International for the processing fee and a check to the Local for \$250.00 for the initiation fee. The Local will deposit these checks when received. If the applicant is rejected, the initiation fee will be returned.
- d.** Each applicant must be accompanied by a resume, a brief personal history and a list of at least three references.
- e.** The endorsement of the application by the General Secretary – Treasurer of the International must be obtained before any action is taken by this Local upon the applicant. The non-refundable application-processing fee charged by the International must be paid to the International for review of the application. If endorsement is refused, the applicant shall be rejected.
- f.** Fees may be reduced or waived by vote of the membership for organizational purposes.
- g.** Any applicant who is guilty of making false statements upon the application shall be denied membership or expelled from membership forever. Any initiation fee paid by such an applicant shall be forfeited.

Section 3. Board of Examiners

- a. The Board of Examiners shall consist of or be appointed by the Executive Board of the Local.
- b. The sponsor must arrange a meeting with the Board of Examiners where the applicant will be interviewed.
- c. The Board of Examiners must approve the applicant before he she can be proposed to the membership.

Section 4. Balloting on Applications

An applicant who has complied with the preceding sections of this article is, therefore, eligible for membership shall be proposed for admission at a regular meeting of the Local.

Such an applicant shall not be present when his or her name is proposed for membership. Open discussion shall be permitted, and at the next meeting of the Local the application shall be balloted upon, and a vote of the majority of the members present shall be required for the acceptance of said applicant.

Section 5. Registered Apprentices

This Local may register the number of Apprentices permitted by the International Constitution and By-laws. They shall make application as Apprentices to this Local on regular application forms. They shall have the same financial obligations as the regular members. They shall at all times be under the supervision of the Business Representative. After serving eighteen months and not more than three years and/or 2000 qualified hours of Apprenticeship they shall, if not previously voted in, be balloted upon by the membership and shall either become full regular members or their connection with the Local shall cease entirely, dependent upon the vote of the membership. In the event the Apprentice is not elected to membership, his initiation fee shall be returned.

ARTICLE IV – HEADQUARTERS

The headquarters and main office for this Local shall be within the metro area of Atlanta at such place as may be designated by the membership of this Local.

ARTICLE V- GOVERNMENT

Section 1. Supreme Law

The International Constitution and By-Laws, as well as this Constitution and By-Laws, shall be the supreme law of this Local.

Section 2. Membership Meetings (Amended Aug 16, 2005)

Regular meetings shall be held in the first seven days of the month on a day and at a time agreed upon by the members. The day and time of the meetings for the next calendar year will be set by the body at the December meeting and, once set, can not be changed during that year. If the meeting falls on a holiday, it will be moved automatically to the next week at the same day and time. The meetings for any three consecutive summer months may be suspended by majority vote of the members present at a regular meeting.

Special meetings shall be called by the President on petition of no less than 25 percent of members, and no business, other than that for which such meeting is called, shall be considered thereat.

A majority of the Executive Board, as well as the President, shall also have the power to call special meetings. A quorum of 15 members in good standing is required to open a meeting for the transaction of lawful business.

Section 3. Executive Board Meetings

The Executive Board shall meet at least once a month and at such other times as called by the President. A majority of the members of the Board shall have the power to call an Executive Board meeting. All members of the Board shall be notified in advance of such meeting. A majority of the members of the Executive Board shall constitute a quorum.

ARTICLE VI - NOMINATION AND ELECTION OF OFFICERS

Section 1. Elected Officers and Eligibility

There shall be elected to office the following officers, viz.:

- President
- Vice-President
- Business Representative/Corresponding Secretary
- Recording Secretary
- Treasurer

The Executive Board shall consist of the above officers.

The Board of Trustees consists of three members, the one receiving the most votes in the election to be declared the Chairman. If the vote is a tie, the President shall have the power to appoint the Chairman.

Other officers include:

- Sergeant-at-Arms
- Delegates to the International Convention

To be eligible for office, other than as a delegate, a person must have been a member in good standing in this Local for period of two years and not disqualified from holding office under any applicable Governmental law.

If this Local is entitled to one Delegate to the International Convention and other Labor Bodies, it shall be the Business Representative. If the Local is entitled to more than one delegate they shall be elected at large from the members in good standing.

Failure to attend three successive regular or properly scheduled special meetings will be considered resignation unless the officer has provided acceptable reasons which the body has formally approved. Should an office be vacated by this regulation, a by-election must be held within 60 days.

Section 2. Nominations

All nominations must be made at the regularly scheduled meeting, at which no quorum requirement may be imposed, in the month of January. After nominations have closed, the President shall appoint a judge to have in charge of the proper conduct of the election and two tellers, none of who shall be candidates, to assist.

Members shall be notified by mail of the date, time and place of the meeting at which nominations are to be taken at least 15 days in advance of such meeting. Such notice shall also state the offices to be filled by election and the manner in which nominations are to be received. No member shall be nominated if absent when his name is presented, unless his written consent to be candidate has been presented and filed with the Secretary at or before the nominating meeting.

Section 3. Elections

The election shall be held once every three years in the month of February on the designated Election Day. At such elections, there shall be elected the officers provided for in Article III, Section 1, of this Constitution and By-Laws.

Notices of elections shall be mailed to all members at least 15 days prior to elections, specifying the date, time and place of the election and the offices to be filled. Such notices shall be mailed to each member's last known address. Notice of the nominations and of the election shall be combined in one notice.

Section 4. Election, Notice of Elections of Officers and Delegates (Jan 30, 2004)

Election of Officers and Delegates of this local, as provided for in Article VI, Section 3 of this Constitution, shall be by mail ballot, and shall be held every three years.

Section 5. Ballots (Amended Jan 30, 2004)

All ballots shall list the Officer and Delegate positions to be elected, and those members nominated, in order of nomination, for each office and delegate position. Any and all offices which also encompass a delegate position automatically by virtue of the office shall be so noted on the ballot, specifying which delegate position(s). Any offices for which the Secretary-Treasurer has cast a unanimous ballot shall be so indicated on the ballot.

Immediately following Nominations, the President shall appoint a Judge of Elections and Tellers. The Judge and Tellers shall be charged overseeing of each step of the Mail Ballot Election which includes preparing the eligible voter list, all envelopes, instructions for voting, and ballots. They prepare a corresponding quantity of postage paid envelopes, each pre-addressed to a designated "voting only" Post Office Box. Each said envelope shall be marked with a number corresponding to the list of eligible voters. The Judge and Tellers shall check each ballot for validity.

Upon verifying that each ballot is complete, correct, unmarked, and bearing the Official Seal of the Local, they shall place one ballot, instructions for voting, and a small unsealed envelope printed with the words "**Secret Ballot Envelope**" into one of the above numbered envelopes which also shall be left unsealed. Each numbered with its contents shall then be

placed into a larger envelope and addressed to the appropriate member. This envelope shall then be mailed to the eligible member's last known address.

Any Ballots remaining unused shall be voided, and saved, to be stored with the election materials at the appropriate time. Each Ballot shall specify the date, time, and location of the ballot count. Each ballot shall specify the date by which ballots must be received into the Post Office Box in order to be considered valid. Candidates will be advised of the date, time, and place of the preparation and mailing of ballot packages; information about any ballot package re-mailing; the date, time, and place of the ballot pick up at the Post Office and tally; and their right to have observers at each of these activities.

Section 6. Election Procedures (Amended Jan 30, 2004)

The Judge of Elections, in conjunction with at least one (1) Teller, shall prepare the Tally Sheets. Proper notification shall be given to all Candidates, so that Candidates' Observers' may be present at any portion of the ballot count, if so desired. Ballots shall be mailed to all eligible voters no later than ten (10) days following the Nomination meeting. The deadline for returned ballots to be considered valid shall be thirty (30) days from the mailing of the ballots. On the designated day and time, and at the location designated by the Judge, the Judge and Tellers shall collect the ballots. The ballot packages shall be counted at the Post Office and again at the specified counting location. Ballots shall be tallied at the previously announced time, date, and location in accordance with Federal regulations. The Judge of the Elections and the Tellers shall verify all ballots against the list of eligible voters. Upon verification, each outer envelope will be opened, and the enclosed, sealed envelope designated "**Secret Ballot Enclosed**" will be placed in the ballot box. When all envelopes have been placed in the ballot box, the Judge of Elections will, if necessary, again verify the numbered envelopes. Then the ballot count will begin.

The Ballot Box will be opened. The envelopes will be removed, opened and tallied. Voting by proxy, hand delivered ballots and write in votes will not be permitted. Any ballots that are defaced or are not properly voted according to the instructions shall be declared null and void. This will be done by the Judge of Elections with the consent of the Tellers. The Judge of Elections and Tellers will then certify the results of the election and they will date and sign the tally sheet. All voting material will then be turned over to the Secretary-Treasurer. The Secretary-Treasurer will then present the tally sheet to the President for accounting to the membership. The Secretary-Treasurer shall take and retain possession of all voting materials for a period of one (1) year.

Those candidates receiving a majority vote shall be declared elected. The result shall be sent to all members within five (5) days of the count. In case of a tie vote, or if no candidate receives a majority for a particular office, the President shall declare that a run-off election be held between the two candidates who received the most votes. The Ballots for the run-off elections shall be prepared and mailed within fifteen (15) days after the ballot count, to be returned within thirty (30) days, and to be handled as set forth above.

Section 7. Installation

The officers elected shall be installed at the first regular meeting in the month of March and shall subscribe and assent to the required pledge before entering upon the duties of their office.

ARTICLE VII - DUTIES OF OFFICERS

Section 1. President

The President shall preside at all meetings of the membership and of the Executive Board shall at all times conduct same in accordance with the Constitution and By-Laws and the standing rules attached hereto. For misconduct during the course of a meeting, a member shall be summarily fined in an amount not to exceed \$25 for each separate offense, or at the discretion of the President, may be summarily ejected from the meeting if his or her conduct persists in disrupting the meeting.

In absence of a specific law to govern a given condition, the President shall decide the matter in a spirit of fairness and equity, and such ruling shall be enforced unless changed by the Executive Board or the membership.

He shall see that all officers perform their duties as prescribed by the Constitution and By-Laws and shall be a member ex officio of all committees.

He shall with the consent of the Executive Board use all moral and financial aid in enforcing the rules, wage scale and conditions of this Local.

He shall appoint the members of all committees.

If a vacancy should occur during the term of any officer of this Local, by-elections must be held according to the standard election procedure within 60 days. The President shall also be empowered to appoint delegates to such conventions or trade assemblies (other than those named in Article VI, Section 1 hereof) as shall be of interest and importance to the Local.

In the event a vacancy occurs in the office of President, the Vice-president shall succeed to the office of President until the vacancy is filled by the membership at a by-election.

By-elections for the presidency must be held within 60 days after the vacancy was created.

Section 2. Vice-President

In the absence of the President, the Vice-President shall assume all duties of the President. In the absence of the President and Vice-President at a meeting, the body shall select a presiding officer.

Section 3. Recording Secretary

It shall be the duty of the Recording Secretary to attend all meetings of the membership and of the Executive Board and keep minutes, but not necessarily verbatim, of the proceedings of such meetings in a book provided for such purposes.

Section 4. Secretary-Treasurer

It shall be the duty of the Treasurer to keep a true and accurate record of all income and disbursements and all assets and liabilities of this Local.

He shall deposit all money in a bank approved by the Executive Board, same to be in the name of the Local, subject to withdrawal by checks signed by himself and the President.

He shall deliver to the chairman of the Board of Trustees for auditing purposes all books and papers in his possession and shall attend such auditing meetings.

He shall keep a duplicate copy of all correspondence and shall keep the seal in his possession. **(Amended June 4, 2015)**

Section 5. Business Representative

The Business Representative shall supply employers with manpower, assisted by a call steward whom he shall appoint, when requested to do so. He shall keep a correct list of all work given out as well as a list of the unemployed.

He shall report to the Executive Board all alleged violations by members of the law of the Local. Included therein are violations of the Referral Rules and Regulations (Appendix A) as presently constituted or hereinafter revised and declared an integral part of this Constitution.

He shall perform such duties as ordered by the membership of the Executive Board between membership meetings. He shall have full charge of the office of this Local, representing the Local in all dealings with employers, but shall at all times be under the supervision of the Executive Board.

He shall be a member, ex officio, of all negotiating committees. Contracts negotiated by any such committee shall be subject to ratification by the membership unless the membership has in advance empowered the committee to conclude the contract without ratification.

To assist him in these tasks, he shall have the power to appoint and replace the Local Call Steward and any other job stewards on an as needed basis.

Section 6. Board of Trustees

The books of this Local must be audited every six months by the Board of Trustees, who will make a detailed report of their findings at the next regular meeting. The Board of Trustees is charged with the responsibility of seeing to it that any officers and employees of this Local who handle its funds and property are bonded to the extent and in the amount and form required by law. The expense of such bonds shall be borne by this Local. The Board of Trustees shall also be responsible for seeing to it that all books and records of this Local are used as the basis for preparing reports required by law to be filed with the government, are preserved for at least five years from the date such reports were filed.

Section 7. Executive Board

The Executive Board shall investigate all complaints of members and decide, if possible, upon all questions in dispute between employer and employee, accepting any honorable means toward an amicable settlement that may be deemed essential to the best interest of this organization.

The Executive Board shall decide upon all matters referred to them by the membership and

their decision shall be binding unless reversed by a majority vote of the members present at a regular or special meeting of the Local. The Executive Board shall act as a trial board of this Local unless the member elects to be tried at an open meeting as provided in Article XII, Section 14 hereof. They shall have the power to summon as a witness any member and those failing to answer may be adjudged and penalized for same by fine or suspension.

Section 8. Sergeant-at-Arms

It shall be the duty of the Sergeant-at-Arms to be present at all membership meetings and see that none but members enter the meeting hall and carry out such instructions as are given by the presiding officer.

Section 9. Delegates to International Convention

The Delegates shall perform their duties as prescribed by the Constitution and By-Laws of the International Alliance and report thereon at the next meeting following the Convention.

Section 10. Other Delegates

Other delegates shall attend meetings of the bodies or conventions to which they are accredited and shall report thereon to the membership at the next regular meeting.

Section 11. Compensation of Officers

The designation of those officers to be compensated for their services and the amount of compensation they are to be paid shall be determined by majority vote of the membership at a regular meeting immediately proceeding the meeting at which nomination for office is held. Once fixed, the compensation shall not be reduced during the term of the office. Any proposed increase during the term of the office of the compensation so fixed shall require a two-thirds favorable vote by secret ballot of the members present at a special meeting.

ARTICLE VIII - TRANSFER AND REINSTATEMENT

Section 1. Transfer

Any member of another local of this Alliance wishing to transfer his membership to this local shall present his application as a new member together with a transfer card from the local where he was a member.

Section 2. Reinstatement of Members

Any member who has been suspended from membership shall be required to pay a reinstatement fee of \$50.00, together with all financial obligations that may have accrued against said member during the suspension period. Any member who has been expelled shall be required to make application as a new member, and shall be governed by all conditions pertaining to the same.

ARTICLE IX – REVENUES

Section 1A. Quarterly Dues

The quarterly dues payable by each member shall be set by the Executive Board and approved by the membership, upon secret ballot vote. Payment is due prior to the start of each quarter. (Dues are currently \$70.00 per quarter)

1. If payment for the full year is made within the first fifteen days of January, the total cost will be reduced by \$20.00.
2. If quarterly dues are not paid by the fifteenth day in the quarter, a \$10.00 late fee will be assessed.
3. **(Amended Aug 16, 2005)** Any check returned to the local for insufficient funds will result in a fine for all associated charges, or \$50.00, whichever is greater, to be added to the total of the returned item. This must be paid to the Local by money order or certified check.

Failure on the part of any member to pay any financial obligation to this Local within 60 days after same became payable shall result in such member being automatically declared not in good standing. A member not in good standing shall be deprived of the right to hold office, to attend meetings and to vote. If such default continues for a period of more than six months from the date the financial obligation first became payable and should the member fail to pay up his full indebtedness within 10 days after written notice by certified mail has been sent to him (such written notice specifies the amount due and how such amount was arrived at), the member shall be deemed automatically expelled unless previously he has been granted an extension of time to pay by vote of the membership. The cost of the certified mail shall be borne by the member receiving notice. **(Amended October 6, 2016)**

The term “In Good Standing” as used in this Constitution and By-Laws shall be construed to mean that the member has fully complied with all his obligations to the Local not only financially but in all other regards.

Payment of any financial obligation due by a member to the Local shall be enforceable by fine, suspension, expulsion, and by resorting to court action. If court action is required, the delinquent member shall also be liable to the Local for reasonable legal fees and other expenses incurred by it in connection with the suit.

Section 1B. Retired Members

Members who are at least 65 years old with 25 years of membership in the Alliance may, at their option, be declared Retired Members provided they fully cease employment under the Local’s jurisdiction, of any other affiliated IATSE Local or the International. Retired Members shall have voice but no vote at Union meetings and shall not be eligible to hold office. The quarterly dues payable by retired members shall be set by the Executive Board and approved by the members, upon secret ballot vote. Retired members over 75 years old shall pay no dues.

Section 1C. Work Dues **(Amended Dec. 14, 2009)**

All referrals working within the jurisdiction of Local 927 shall agree to pay a percentage of their gross wages to Local 927. The percentage shall be determined by the membership in

accordance with Article IXC, Section 3. Increase in Dues.

Section 1D. Projectionists

Projectionists working in the booth of a motion picture house will be required to pay 1% of their gross wages as per capita fees. This will be remit to the Local monthly. Projectionists will have a cap of \$25.00 per month of per capita collected from the “Booth-work”.

Section 1E. Traveling Members

Members engaged under a Pink Contract will be required to pay 2% of their pink contract minimum to the Local as work dues. (Amended June 6, 2013)

Section 2. Special Assessments

If at any time the Executive Board deems it necessary to acquire additional revenue for the best interest of the Union, it shall recommend a special assessment to the membership.

Section 3. Increase in Dues

The amount of dues provided for herein shall not be increased nor shall any special assessment be levied or increased unless approved upon secret ballot by a majority vote of the members in good standing present at a regular meeting or a special meeting, written notice of which has been mailed to the members at least 15 days in advance.

Section 4. Investments

The Executive Board, subject to the approval of the membership, shall be permitted to invest the surplus money of this Local in United States or Canadian Government Bonds or other Government Securities.

All activities of the Investments of the Local shall require the signatures of the President and the (3) Trustees.

Section 5. Out-of-Town Members

Members of other locals of the Alliance working in the jurisdiction of this Local shall pay the same percentage of weekly earnings as the regular members of this Local, but they shall not be required to pay quarterly dues to this Local.

Section 6. Authority to Expend Funds

The funds of this Local shall be used to defray the proper operating expenses provided for herein and for other legitimate purposes to accomplish the objectives of the Union.

The funds of the Local shall be administered as follows:

- 1) Defense Fund**
 - a) Organizing
 - b) Strikes
 - c) Membership Relief

Dispersal of the Defense Fund will require the President and two (2) of the three (3) Trustee's signatures.

2) Per Capita (Amended Jan 19, 2005)

- a) Stamps
- b) 7th District I.A.T.S.E. Dues
- c) Georgia State AFL-CIO
- d) Atlanta Labor Council
- e) Excess to be for the good and welfare of the Local as directed by the Executive Board

"The dispersal of the Per Capita funds will require two signatures from any of the following three officers; Treasurer, President, and Business Agent."

3) Administration (Amended Jan 19, 2005)

"The dispersal of the Administrative account will require two signatures from any of the following three officers; Treasurer, President, and Business Agent."

ARTICLE X – GOOD STANDING (Amended May 2009)

Members in good standing of this Local shall enjoy all rights, privileges and benefits of this Constitution and By-Laws.

Failure on the part of any member to pay any financial obligation to this Local within 60 days after same became payable shall result in such member being automatically declared not in good standing. A member not in good standing shall be suspended and deprived of the right to hold office, to attend meetings and to vote. If such default continues for a period of more than six months from the date the financial obligation first became payable and should the member fail to pay up his full indebtedness within 10 days after written notice by certified mail has been sent to him (such written notice specifies the amount due and how such amount was arrived at), the member shall be deemed automatically expelled unless previously he has been granted an extension of time to pay by vote of the membership.

The term "In Good Standing" as used in this Constitution and By-Laws shall be construed to mean that the member has fully complied with all his obligations to the Local, not only financially but also in all other regards.

Payment of any financial obligation due by a member to the Local shall be enforceable by fine, suspension, expulsion, and by resorting to court action. If court action is required, the delinquent member shall also be liable to the Local for reasonable legal fees and other expenses incurred by it in connection with the suit.

ARTICLE XI – IMPEACHMENT OF OFFICERS

Charges filed against officers of this Local Union shall be filed pursuant to Article XII of this Constitution and By-Laws.

ARTICLE XII – DISCIPLINE OF MEMBERS

Section 1. Grounds

In addition to the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall breach his duty as a member by violation of the provisions of the Constitution and By-Laws of this Local or of the Alliance or by such conduct as is detrimental to the advancement of the purposes which this Local or the Alliance pursues, or as would reflect discreditably upon this Local or the Alliance shall be subject to discipline in the manner set forth in the section following. Charges filed against officers of the Local Union shall be pursuant to this Article.

Section 2. Fair Trial

Nothing in the provisions of this Constitution and By-Laws shall be construed to deprive a member charged with a violation thereof of the right to a fair trial whereby his guilt or innocence may be determined, with the exception that a member who has defaulted in the payment of any dues, fees, fines, or assessments lawfully imposed under this Constitution and By-Laws, shall not be entitled to stand trial, but shall be punished summarily as this Constitution and By-Laws provide.

Section 3. Charges

All charges against a member for violation of the provisions of this Constitution or By-Laws must be in writing, in the form of a sworn affidavit that recites clearly the offenses charged. The charges must include:

- the name of the accused
- the time, place and nature of the violation
- the Section or Sections of this Constitution and By-Laws alleged to have been violated
- the signature of the charging party beneath the statement of charges
- a statement of the names of all witnesses to the offense who are known to the accuser

Section 4. Penalty for Preferring False Charges

If false charges shall be maliciously preferred against any member, the person or persons, preferring such charges shall be fined \$500.00, the fine to be imposed upon the acquittal of the member accused, plus the expense of the proceeding.

Section 5. Charges Filed in Duplicate

Charges shall be filed in duplicate, but only the original need bear the seal of the Notary Public before whom the affidavit was sworn.

Section 6. To Whom Preferred and When

Charges shall be filed with the Secretary of the Local Union of which the accused is a member or with the General Secretary-Treasurer of the Alliance where the charges are preferred against a member who does not hold membership in this Local Union.

Charges must be filed with the Local of which the accused is a member within 60 calendar days after the offense becomes or should have become known to the person making the charge.

If the Secretary of this Local Union be the charged party, the charges may be filed with any officer of this Local Union who is not a charged party.

Section 6A. Charges against a Local Officer

Charges shall be filed with the Secretary of the Local Union of which the accused officer is a member. If cognizance is taken of the charges, the Executive Board of the Local may, if it deems it necessary or advisable, temporarily suspend the accused from office and, in that event, further payment of salary to such officer shall be withheld pending the outcome of the trial.

If the accused was temporarily suspended from office pending the outcome of the trial, and he is not found guilty after the trial, he shall be immediately reinstated to office with pay for the period he was under suspension.

Whenever an officer of this Local Union as against whom charges are preferred is temporarily suspended from office, such officer shall be entitled to a trial no later than thirty days after the date of his/her suspension. In the absence of extenuating circumstances, failure of this Local Union to comply with the foregoing requirement shall result in dismissal of the charges by the International President.

Section 7. Withdrawal of Charges

After charges have been filed with the Secretary they shall not be withdrawn unless the member accused shall consent to the withdrawal.

Section 8. Publication of Charges

After the Executive Board has taken cognizance of the charges, the presiding officer shall read them at the next regular meeting. No debate or discussion shall be permitted, but the presiding officer shall request those having personal knowledge of any of the facts alleged in the charges to submit their names as witness to the Secretary of the meeting. The presiding officer shall refer the charges to the Executive Board for trial.

Section 9. Waiver of Trial

If charges as required by Section 3 hereof have been filed, the accused may plead guilty and waive the holding of the trial provided he does so in written notarized and witnessed statement and has been advised in writing as to the range of penalties that may be imposed upon him by such a plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused that pleads guilty to charges shall be

deemed to have waived his right on any appeal to raise any question concerning his guilt or innocence and his appeal in that event shall be limited to the question of the appropriateness of the penalty or penalties imposed upon him. No stenographic transcript or tape recording shall be required if a plea of guilty is entered in accordance herewith.

Section 10. Notice

Within one week after reference of the charges, the Executive Board shall cause to be served upon the accused personally, or where this is impossible, by registered mail to his last known address, a duplicate copy of the charges, and shall notify him of the time and place appointed for the hearing thereon. Provided that such notice shall be served upon or sent to the accused at least 15 calendar days prior to the date appointed for the hearing.

Section 11. Postponements

Should the accused be unable for proper cause to attend the hearing at the time and place designated, he shall, at the discretion of the Executive Board, and upon application, be granted a postponement or continuance to some place and date agreed upon.

Section 12. Appearance for Trial

If the accused so desires, he may waive the right of appearing before the Executive Board for hearing upon the charges preferred against him, or may designate a fellow member as counsel to appear for him and conduct his defense. Provided, that waiver of appearance shall not be prejudicial to the accused, and the trial shall, if he fails to appear, proceed in his absence, the Board hearing all evidence and basing its decision as to guilt of the accused solely thereon.

Section 13. Trial Body

The Executive Board shall sit as a trial body to hear all the evidence upon the charges, and to determine the guilt or innocence of the accused, and if found guilty, to make recommendations as to the penalty to be imposed.

Section 14. Challenges

The accused shall have the privilege to challenging the right of any member of the Board to sit upon his case, and in the event of such challenge, the other members of the Board shall pass upon its validity, sustaining it or overruling it.

Section 15. Trial in Open Meeting

Where the accused shall be aggrieved by the ruling of the Board upon his challenge of an individual member or members, or shall challenge the entire Board for cause, he shall have the election to proceed before the Board, waiving his challenge, or to demand a trial before the members of the Local in an open meeting. Provided, that if he elects to be tried in the last-named manner the hearing shall be conducted in the manner set fourth for trials before the Board.

Section 16. Hearing

The accused shall, at the hearing upon the charges, have the right to present his defense in full, and to confront and question all witnesses and to examine all of the evidence of the case.

Section 17. Member Counsel

The accused shall have the right to be represented by counsel, who shall be a member of this Alliance in good standing.

Section 18. Witness Sworn

Whenever the accused, or the Executive Board so requests, the testimony of any witness must be taken under oath, to be administered by the Chairman of the Board.

Section 19. Interrogatories and Depositions

If witness be unable to attend the trial, written interrogatories and cross interrogatories, on notice to the adverse party, may be allowed upon due application of the trial body; or a written deposition of his/her testimony may be taken in the form of an affidavit, in which latter case such portions of it as are not denied by the adverse party shall be admitted as evidence.

Section 20. Transcript

A written verbatim transcript of all testimony adduced at the hearing shall be made. The Executive Board may elect to tape record the proceedings and in that event the tape must be fully and accurately transcribed in typewritten form in case of an appeal to the International President.

Section 21. Report of Findings

The Executive Board shall, after hearing all the evidence, render a written report of its findings as to the guilt or innocence of the accused and, if the accused is found guilty, the penalty to be imposed. A copy thereof shall be filed with the Secretary of the Local and a copy shall be served either personally or by certified mail on the accused within five working days. A copy of the transcript of the evidence and proceedings at the hearing shall be available for examination by the accused or his/her member counsel at the office of the Local if so requested by the accused in writing, a copy thereof shall be furnished to the accused at his or her own expense immediately upon receipt of the transcript, the Local shall notify the accused in writing of its availability.

Section 22. Action by Membership of Local Union

At the next membership meeting of the Local Union but in no event sooner than 20 days from the date on which the accused has been notified of the availability of the written transcript or tape recording, the report of the Executive Board shall be submitted to the membership for appropriate action as hereinafter provided. The transcript of the hearing shall not be read except upon motion duly seconded and carried by a majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Section 23 hereof.

Section 23. Acquittal or Conviction

After submission of the report, the accused, if aggrieved by the decision of the Executive Board, shall be afforded an opportunity to speak either in favor of or against such decision. Upon completion of debate, the membership shall proceed to vote upon the findings of the Executive Board as to the guilt or innocence of the accused. If a majority of the members present so vote, the findings of the Executive Board shall be adopted. If the findings are not accepted, the transcript shall be read unless this has been done theretofore, and the question shall be put whether the accused shall be granted a trial before the membership or whether the membership shall proceed to vote upon the guilt of the accused. If a majority of the members' present vote for the latter procedure, a vote shall be taken on the guilt of the accused, and if two-thirds of the members present shall vote contrary to the findings of the Executive Board, the findings shall stand reversed, otherwise, the findings shall stand upheld.

Section 24. Imposition of Penalties

If the accused is found guilty, the membership shall then proceed to vote upon the decision of the Executive Board as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Executive Board shall be adopted. If a majority of the members present reject the penalty decided upon by the Executive Board, the membership shall then proceed to vote upon the penalty to be imposed, the members voting to expel, suspend, fine and/or reprimand.

When membership voting on the report of the Executive Board is completed, available remedies within the Local Union shall be deemed exhausted.

Section 25. Where Trial was before Local

When the accused is tried before the Local as provided in Section 15, the guilt or innocence of the accused shall be determined by majority vote of the members present and penalty shall be imposed as prescribed in Section 23.

Section 26. Sentence Reported to International President

A report of the sentence imposed upon an accused member shall be forwarded by the President of the Local to the International President of the Alliance for filing.

Section 27. Appeals

Appeals may be taken from decisions upon the charges against members of this Alliance in the manner provided by Article XIII of this Constitution. Members shall exhaust all remedies by appeal within the Alliance and shall be bound by the decisions of its tribunals as to all their rights.

ARTICLE XII – APPEALS

Section 1. Right of Appeal

Any member aggrieved by the decision, rule, regulation, order or, any other act, or omission, or mandate of an officer, or the Executive Board of this Local may, after exhausting his remedies within the Local by appeal to the membership, appeal his case in the following

order:

1. From the decision of the membership of the Local to the International President of this Alliance.
2. From the decision of the International President to the General Executive Board.
3. From the ruling of the General Executive Board to the Alliance assembled in convention, with the latter body the tribunal of ultimate judgment.

In the interim, rulings of any proper tribunal of this Local or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local must be heard within sixty (60) days of the date the appeal was filed, or the member may appeal directly to the International President.

Section 2. Time Allowed for Filing

Appeals shall be recognizable only if filed within 30 days after the decision being appealed is made.

Section 3. Must be in Writing

All appeals to the International must be in writing, setting forth those facts, which the appellant shall consider entitle him to a reversal of the ruling, and signed by the appellant.

Section 4. Copy of Appeal

When an appeal is taken to the International President from the decision of the Local, a copy of the appeal shall be filed with the Secretary of the Local. Within two weeks, the Local shall forward to the International President all the records in the case.

If the appeal involves a determination made after trial of charges against a member or officer, the records in the case shall include:

- the sworn charges
- the transcript of testimony
- if tape recording was made, the original unedited tape recording and a typewritten transcript thereof
- the findings and sentence
- any additional matters of evidence on record

The correctness of the transcript or of the tape recording and stenographic transcript thereof and record shall be certified by the Local under the appropriate seal. The Local shall also answer to the appeal, setting forth reasons in support of its decision, and serve a copy of the answer on the appellant.

Section 5. Decisions Conclusive

The members of the Local shall submit all their rights within the Local and the Alliance first to the determinations of their proper tribunals.

Section 6. Exhausting Internal Remedies

The member's further consent to be disciplined in the manner provided by this Constitution and By-Laws, and under no circumstances to resort to outside tribunals until all the remedies therein provided have been exhausted.

ARTICLE XIV - PERMANENCY

This Local shall not dissolve itself while there are 7 dissenting Members, nor shall this article of the Constitution be subjected to any alteration or amendment whatsoever. (Any local chartered after September 1, 1978, shall not dissolve itself while there are 15 dissenting Members.)

ARTICLE XV – REFERRAL OPERATIONS (April 16, 2004)

Section 1. Authority

1. The local may establish, operate, and terminate one or more referral operations but only in accordance with the requirements as provided in Section 2 of this Article and as compliant with the National Labor Relations act of 1959, As Amended.

Section 2. Requirements to Establish, Operate, and Terminate a Referral Operation

1. The Local shall establish a referral operation only when a written statement of its purpose, application, and limitations and the written rules and procedures governing its operation have been affirmed by two-thirds majority vote of the members present at a regular or special meeting after a minimum 15-day notice having been mailed to the membership.
2. The Local shall modify rules and procedures governing a referral operation, as well as terminate a referral operation, only by a two-thirds majority affirmative vote of members present at a regular or special meeting after a minimum 15-day notice having been mailed to the membership.
3. Referral rules and procedures, or any modifications thereto, shall be implemented no sooner than thirty days after publication to persons whose employment is known to be conditioned on or affected by such implementation.
4. Reasonable notice of any decision of the Local to terminate a referral operation shall be published to persons whose employment is known to be conditioned on or affected by such termination.
5. Any referral operation and/or its rules and procedures which are subject to provisions contained in an existing Union collective bargaining agreement may be modified, but only to the extent consistent with such provisions.

6. Copies of each referral operation's rules and procedures currently in force shall be posted in the Local office and a copy shall be provided upon request to any person whose employment is conditioned on or affected by such rules and procedures.

ARTICLE XVI – ALTERING OR AMENDING THE CONSTITUTION

Alterations or amendments to this Constitution shall be made in writing and have three readings at three consecutive regular meetings, at the last of which same must receive the favorable vote of at least two-thirds of the members present. No such alteration or amendment shall, however, be affective until it is endorsed by the International President.

RULES OF ORDER

ORDER OF BUSINESS

1. Opening of the meeting.
2. Roll call of officers.
3. Reading of the minutes of previous meeting.
4. Reading of communications and bills.
5. Propositions of candidates.
6. Reports of committees on candidates.
7. Balloting for candidates.
8. Obligation (or initiation) of candidates.
9. Recess for payment of dues, etc.
10. Reports of committees.
11. Unfinished business.
12. New business.
13. Good and welfare.
14. Announcement of receipts of the meeting and Treasurer's Report.
15. Closing of the meeting.

BY-LAWS

Section 1. Dishonesty, Drunkenness or Chemical Abuse

Any member dismissed from his position for dishonesty, drunkenness or chemical abuse, upon being found guilty thereof, shall be fined no less than \$100.00.

Section 2. Members of Committees

Any member of a committee who shall refuse or neglect to perform his duty shall be removed by the chairman.

Section 3. Summons

Any member who is summoned to appear at a meeting of the membership, the Executive Board or a legally appointed committee of the Local and fails to appear, after receiving due notice of same, shall be penalized to such an extent as the Local may see fit, after fair trial.

Section 4. Address of Members

Any member, on changing his residence, shall notify the Secretary immediately. Any notice sent to the last address as shown on the books of this Local shall be deemed legal and sufficient notice.

Section 5. Donation of Services

No member shall be permitted to donate his services gratis except by permission of the Business Representative under penalty of fine.

Section 6. Members Doubling Up

Members desiring to double up or work two shifts on any job or jobs under the jurisdiction of the Local must obtain consent of the Business Representative or be subject to charges.

Section 7. Refusing to Cover Positions

Any person who has accepted a position, and without just cause refused to cover the position, shall have charges and/or fine brought against them. It shall be mandatory for the Business Representative to report violation of this section.

Section 8. Conduct Unbecoming a Member

Conduct unbecoming a member or that which is contrary to trade unionism, or that which would bring discredit to this Local or the Alliance, shall be an offense against this Local and upon being found guilty thereof after trial the offending member shall be liable to such penalty as the Local may see fit.

Section 9. Leaving a Position

Any member leaving a position must notify this Local and his employer at least two weeks

in advance.

Section 10. Alteration of By-Laws

No portion of these laws may be suspended, but may be amended or altered by a resolution approved by a majority of the members present at a regular or special meeting after the members have been properly notified. All changes must be approved by the International President.

STANDING RULES

1. No business shall be taken up except in the order prescribed, unless on motion, such irregularities are sanctioned by a majority of the members present.
2. No motion shall be received or laid before this Union unless moved by two members, nor open for discussion until stated by the presiding officer. When a question is before the Union no other motions shall be in order, except:
 - first, to adjourn
 - second, to lay on the table
 - third, the previous question
 - fourth, to postpone
 - fifth, to refer
 - sixth, to amend

Motions shall take precedence in the order in which they are arranged. The first three shall be decided without debate, unless it is proposed to postpone to a definite period, in which case it shall be debatable.

3. Resolutions, amendments to the Constitution and By-Laws and charges against officers and members must in all cases be presented in writing; otherwise, they shall not be considered.
4. The mover of any verbal proposition shall, upon the request of the chair, or upon the request of two or more members, reduce it to writing.
5. Any member entitled to a vote may move for a division of the question when the sense of the same will admit it.
6. A motion to reconsider any former motion or vote shall only be made and seconded by members who vote in the majority.
7. When the reading of any paper is called for and objected to, the question shall be decided by vote.
8. A division of this Union shall be taken on any question, and recorded at the request of five members.
9. When members speak, they shall rise and address the presiding officer, confining themselves strictly to the merits of the question under

consideration. A member shall not be interrupted while speaking, unless by the presiding officer, who may call to order or admonish to a closer adherence to the subject, avoiding all personalities. Nor shall a member be allowed to speak more than twice on the same subject without the permission of the presiding officer. When two or more members rise at once the presiding officer shall decide who shall speak first.

10. On the call of five members for the previous question the President shall put it in this form: "Shall the question be now put?" and until this is decided it shall preclude all amendments to the main question and further debate shall cease.
11. The officer or member presiding in the absence of the President shall, for the time, possess all the powers and privileges vested in the President by the Constitution and By-Laws of this Union.
12. No subject of a partisan or religious nature shall any time be admitted.
13. No person who is not a member shall be allowed at any of the meetings without the consent of this Union.
14. In the absence of a standing rule to apply to questions before the Union, recourse shall be had to Robert's Rules of Order.
15. Questions of order shall be decided by the presiding officer; but in case of an appeal to his decision, the meeting shall determine without debate.
16. Refreshments shall be permitted at the meeting provided however, that there is not alcohol present. **(Amended Dec. 14, 2009)**
17. No financial information shall go out "unsolicited" without the approval and authorization of The Executive Board, and Trustees.

**International Alliance of Theatrical Stage Employees, Motion Picture Technicians,
Artists and Affiliated Crafts of the United States and Canada
AFL-CIO**



Local 927 Atlanta, Georgia

NON - CONTRACTUAL REFERRAL PROCEDURE

**UNIFORM RULES AND REGULATIONS FOR THE HIRING HALL AND REFERRAL LISTS
OF I.A.T.S.E. UNION LOCAL 927**

Preamble

Whereas, certain agreements and practices relating to the hiring of employees are in effect between Local 927 and certain employees who operate within the jurisdiction of Local 927; and

Whereas, Local 927 wishes to establish and maintain written rules and regulations regarding the practices of its Hiring Hall in referring both members and nonmembers for temporary and permanent employment; and do so in a fair and nondiscriminatory manner:

Local 927 does hereby approve and adopt this preamble and the following " UNIFORM RULES AND REGULATIONS FOR THE HIRING HALL AND REFERRAL LISTS OF I.A.T.S.E. UNION LOCAL 927" and declares its intention to establish and maintain its referral system on this basis.

Equal Employment Opportunity:

Local 927 recognizes it is required by law not to discriminate with regard to employment against any person on the basis of union membership, race, religion, age, color, sex, national origin, or ancestry; and hereby declares its acceptance and support of such laws. This shall apply to hiring, placement of employment, training during employment, and rates of pay or other forms of compensation.

NOTICE:

The Hiring Hall is not an employer. No guarantee, assumption, promise, contract or warranty is now, will or should ever be made that participation in the Hiring Hall and Referral Lists will provide any person a job.

1. Application

1.1 Eligibility

- 1.1.1 Any person may make application to the Referral Hall to be listed for both temporary and permanent employment referrals. Union membership or affiliation is not required.
- 1.1.2 Initial application may be made at any time.
- 1.1.3 An applicant must be at least (18) years of age.
- 1.1.4 An applicant must be physically able to work in the position(s) for which he or she applies.
- 1.1.5 Applicants may be required to take an appropriate skills and/or knowledge test.
- 1.1.6 The Referral Review Board may ask applicants to a personal interview.
- 1.1.7 An applicant shall not be considered until any past-due Hiring Hall Referral fees have been paid in full.

1.2 Application Materials

- 1.2.1. Forms. All applicants shall fill out the following forms, and provide the following information:
 - 1.2.1.1. An Application for Qualifications for Job Referral.
 - 1.2.1.2. A verifiable resume or other materials adequately certifying the applicant's training and/or experience.
 - 1.2.1.3. An Application covering temporary employment with an employment agency, with which Local 927 maintains a written agreement.
 - 1.2.1.4. An agreement to pay the Referral Fee, acknowledging that a percentage of gross wages is charged for referral and that failure to pay the fee will result in suspension from referral and ultimately in removal from the Referral List.
 - 1.2.1.5. Completed W-4 and I-9 forms
 - 1.2.1.6. Proper identification as specified on the I-9 form.
 - 1.2.1.7. Other forms as may be necessary to administer and maintain the Referral List and its operation, or by agreement with an employer or employment agency, or as may be required by law.
- 1.2.2. Additional Forms. Applicants are encouraged to complete the following forms, which will authorize additional worthwhile services:
 - 1.2.2.1. Automatic Deduction of Fees. A form authorizing the employer or paymaster to automatically deduct the required referral fee from wages and submit it to Local 927. This is a convenient way to pay the required fee on time.
 - 1.2.2.2. Collective Bargaining Authorization. A form authorizing Local 927 to act as a bargaining agent. This allows Local 927 to represent the users of the Referral Hall and to bargain on their behalf.

- 1.2.3. Registration Fee. All applicants shall submit an annual fifty (\$50.00) dollar non-refundable registration fee, except for members in "good standing" of Local 927, whose regular quarterly membership dues shall include the fee. The Registration Fee is valid until the next season's sign up. Pro-rata Registration Fees shall not be accepted.
- 1.2.4. Submission. All applications shall be submitted by mail to the office or in person by appointment. (Amended November 2, 2017)
- 1.2.5. Yearly List Placement. Placement on the referral list is determined by the order that you turn your paperwork in. (Amended November 2, 2017)
 - 1.2.5.1. Registration Period. New and Renewal Applications received between January 1 and March 15 shall be accepted for the upcoming years new list. (Amended November 2, 2017)
 - 1.2.5.2. Late Application. Applications not received complete during the Registration Period shall be considered late, and shall not be included.
- 1.2.6. Renewal. Registrants are placed on the lists for one year. Registrants must renew their listing at least once a year, prior to March 15.
- 1.2.7. No Referral Work. Should a registrant not receive a referral call for twelve months, the registrant shall be given the choice to either receive a refund of the registration fee or to apply the fee to the next year's referral list.

1.3 Review of Applications

- 1.3.1. A Referral Review Board appointed by the Executive Board or Local 927 shall review the material submitted by each applicant and determine whether the applicant is qualified for referral by Local 927's Hiring Hall.
- 1.3.2. Application shall be made by completing the appropriate form(s), and will be marked with the date and time of receipt.

1.4 Placement of Qualified Registrants on Lists

- 1.4.1. All first-time registrants shall serve a probationary period of twelve (12) months. During this period, the Referral Review Board can remove from the lists a registrant whose work does not meet the standards outlined in the Hiring Hall rules.
- 1.4.2. Placement of registrants on Referral Lists is solely by approval of the Referral Review Board.
- 1.4.3. All registrants will be placed on an A, B, C Rotating Referral List. If a registrant does not apply for inclusion on a specific list the Referral Review Board shall decide. The Referral Review Board shall make the final decision as to list placement.
- 1.4.4. Special Placement. Late applicants and registrants not meeting the specified requirements may, upon receipt of all application materials and pending a vote of Local 927 membership-at-large, be recommended by the Referral Review Board at any time to the Business Agent for special placement on the bottom of any list. A vote of the membership-at-large to approve the special placement on the list shall be taken at the next regular meeting of Local 927. A majority vote of the membership-at-large shall be required for special placement on any list except "C".
- 1.4.5. List Requirements

- 1.4.5.1. "A" List. A registrant with a minimum of three years' experience who has worked, or been available for work, full-time within Local 927's trades and jurisdiction at least 2 years' total and who has unlimited availability for referral work.
- 1.4.5.1.1. "A" and "B+" List registrants who fail to maintain unlimited availability, per section 1.4.6.1., shall be reassigned to the "B" or "C" list, except per section 1.4.5.2.
- 1.4.5.2. "B+" List. An "A" list registrant who accepts a full-time job lasting longer than one month shall, after returning to unlimited availability, be reassigned to the "B+" list until the next year. The "B+" list will be called after the "A" list is exhausted and before the "B" list.
- 1.4.5.3. "B" List. A registrant with a minimum of three years' experience who has worked, or been available for work, part-time within Local 927's trades and jurisdiction at least one year and who is usually available for referral work.
- 1.4.5.4. "C+" List. A registrant with less than three years' experience who has worked in Local 927's trades and jurisdiction for less than one year, showing more skill than the C list. (Added November 2, 2017)
- 1.4.5.4.1. Restraints failing to remain usually available, per section 1.4.6.2., shall be reassigned to the "C" list. (Added November 2, 2017)
- 1.4.5.5. "C" List A registrant with less than three years' experience or not meeting the requirement of the A, B+, or B Lists.
- 1.4.5.6. Extra List A registrant with no stage or theatrical experience who wants to learn our trade. (Added November 2, 2017)
- 1.4.6. Availability and Skills. In order to provide employers with qualified referrals at all times, the nature of the Hiring Hall is to give preference for referral to registrants with the greatest availability and skills.
- 1.4.6.1. "Unlimited Availability" is defined as willing and available to accept referrals from the Hiring Hall at all times, day or night, except when doing work referred through the Hiring Hall, during mandatory turnarounds, sick, or with prior approval from the Referral Review Board.
- 1.4.6.2. "Usually Available" is defined as not meeting the requirements of Unlimited Availability but willing and available to accept referrals at least 2/3 of the time, except when doing work referred through the Hiring Hall, during mandatory turnarounds, sick, or with prior approval from the Referral Review Board. Some impairment may exist due to prior commitments, holding a part-time job or personal choice. In general, a person holding a full-time job would not qualify as being usually available.
- 1.4.7. Apprentices. These rules and regulations shall not apply to the employment of apprentices Local 927 may establish and maintain a non-discriminatory apprentice-training program with corresponding rules and regulations making apprentices eligible for the "B" List.
- 1.4.8. Job Categories. Registrants wishing to be considered for particular categories of work within an A, B, or C List must indicate the category(s) on their original application, or submit a revised form for consideration to the Referral Review Board. Requests by employers will be filled using categories indicated on the registrant's most recent registration form. Categories include, but are not limited to, lighting, sound, carpentry, properties, projection, video and other crafts within Local 927's trade jurisdiction.

1.4.9. Special Skills. Registrants possessing special professional skills are strongly encouraged to note such skills on the registration forms.

1.4.1.0. Telephone. All registrants must maintain a working telephone and/or pager to facilitate referral to work calls. An answering device is recommended.

1.4.1.1. Temporary Unavailability. Registrants who are temporarily unavailable for work due to illness, injury or other valid reason, and who can provide written notice in advance, shall maintain their position on the List. They will not receive referrals until they report availability to the Business Agent.

1.4.1.2. Status Change. It is the registrant's responsibility to notify the Business Agent of any change in employment status that may affect placement on the Lists.

2. Administration

2.1 Referral Costs. All costs of administering the Referral lists and running the Hiring Hall shall be borne by the registrants.

2.1.1. All registrants shall pay a fee, equal to a percentage of gross wages received as a result of referral, to Local 927 as administrator of the Hiring Hall.

2.1.2. Timely payment of all referral fees is required to remain eligible for referral.

2.1.3. For convenience, a registrant may elect to have the referral fee deducted from wages automatically by the employer or paymaster.

2.1.4. If the registrant does not choose automatic deduction, or in the event that the employer or paymaster does not deduct the referral fee, Local 927 must receive the entire referral fee within thirty (30) days of registrant's receipt of wages.

2.2. **Non-payment of Fees.** Hiring Hall Referral Fees are payable to Local 927 immediately upon receipt of wages from an employer to whom the registrant was referred. Local 927 Members' Registration Fees are included in the quarterly dues and are due by the fifteenth day of the quarter. All other Fees are due immediately.

2.2.1. Written notice of arrears shall be sent by regular mail or presented in person to the registrant on the twenty third day after the fee is due. (Amended November 2, 2017)

2.2.2. Failure to pay the referral fees or registration fees within thirty (30) days shall result in suspension from the referral list until the fees are paid in full.

2.2.3. Failure to pay within forty-five (45) days shall result in complete removal from the list.

2.2.4. Appeals for extension of time to pay must be made in writing to the Referral Review Board within the first thirty (30) days.

2.3. Referral Review Board

2.3.1. The President of Local 927 shall appoint a Review Board for the purpose of administering the Hiring Hall's rules and regulations and for determining applicants' qualifications.

2.3.2. The Review Board shall be comprised of a total of five (5) persons. Local 927's Business Agent, by virtue of the office, shall serve on the review Board. Up to one (1) other member of 927's Executive Board may also serve. At least three (3) members of the review Board

shall be appointed only from Local 927's at-large membership. All members shall serve a term of one (1) year.

2.3.3. The President of Local 927, as per the Local's Constitution, shall appoint the Chairman of the Review Board. The Business Agent is ineligible to serve as Chairman.

2.3.4. The Chairman of the Review Board reserves the right to remove any Review Board member by an appropriate method outlined in the Local's Constitution and By-laws.

2.3.5. Review Board members must be notified at least forty-eight (48) hours in advance of any meeting or vote. Three (3) members shall constitute a quorum. All decisions shall be made by the majority vote.

2.4 Business Agent

2.4.1. Local 927's Business Agent shall be responsible for the daily operation of the Hiring Hall.

2.4.2. The Business Agent may appoint a "Call Steward" and delegate to that person responsibilities appropriate to the position.

2.4.3. The Business Agent shall be responsible for disciplinary actions not reserved as solely the province of the Referral Review Board. All actions taken by the Business Agent shall be reported verbally and in writing to the Referral Review Board within three (3) regular business days.

2.4.4. The Business Agent shall maintain the Rotation Referral Lists and include in the records:

2.4.4.1. The date and time an employer submits a request for referrals.

2.4.4.2. Any special qualifications requested by the employer.

2.4.4.3. The date and time each registrant from an applicable list was contacted, or when contact was attempted, and the registrant's positive or negative response.

2.4.5. The Business Agent shall provide signed copies of all Rotation Referral List call records and memoranda to the Local 927 Office Manager and Referral Review Board Chair each month.

2.4.6. The Business Agent shall make available to all registrants, upon reasonable request, copies of requests by employers for work.

2.4.7. Upon written request the Business Agent shall allow any registrant to examine, at the earliest reasonable opportunity, any Referral List record(s).

2.4.8. Rotation List records and memoranda shall be kept on file for a minimum of five years.

3. Operation

3.1 Rotating Referral Lists

3.1.1. Initial placement in rotation, on each of the Lists for the forthcoming year, will be determined by the order you turn your paperwork in. All forms must be submitted by January 15. Late additions, if allowed, shall enter at the bottom of the appropriate rotation list.

3.1.2. The Lists shall be posted at the next regular meeting following Jan. 15 and thereafter be provided, upon written request, to any registrant.

3.2 Filling Job Requests

3.2.1. Referrals for A List will be made first, starting with the "highest" registrant on the list and proceeding in consecutive order. The Business Agent or Call Steward shall start at the top of the referral list until a worker is located to fill an employer's request. If a registrant is not available or does not respond, the next registrant on the list shall be called.

i First Sequence : Each registrant will be telephoned at their designated telephone number. If not reached the registrant will be immediately telephoned at a second alternative telephone number designated by the registrant. It is the responsibility of the registrants on the referral lists to keep the Union informed of all telephone numbers.

ii Second Sequence : Registrants will be telephoned in the same manner within 30 minutes of the first telephone sequence only if the Union is unable to leave a message during the first telephone sequence, (e.g. no answer or no answering machine). No other telephone calls will be made unless the lists rotates completely around.

3.2.2. On each subsequent request, the Business Agent or Call Steward shall begin with the top name not contacted on the previous requests (including those registrants who responded after the call was filled) and shall pass over those who accepted referral on the previous requests.

3.2.3. If the A list is exhausted, the procedure will continue in the same manner using the B+ List.

3.2.4. If the B+ list is exhausted, the procedure will continue in the same manner using the B List.

3.2.5. If the B list is exhausted, the procedure will continue in the same manner using the C+ list.

3.2.6. If the C+ list is exhausted, the procedure will continue in the same manner using the C list.

3.2.7. Following referral, a registrant's name will be rotated to the bottom of the appropriate list. When several registrants are referred to the same call, they will be placed at the bottom of the list in the same order they appeared previously.

3.2.8. Those persons who refuse referral, except for good cause, shall be placed at the bottom list, in the same order they appeared prior to being contacted, after the job call has been completed.

3.2.9. This procedure shall be followed until each person on the list has had an opportunity to refuse or accept a referral and then shall be repeated.

3.3 Continued Refusal

3.3.1. Registrants on the "A" and "B+" lists who refuse referrals three (3) times in a thirty (30) day period (other than for a short turnaround, illness, or by prior arrangement) will be placed on the "B" list for a period of not less than forty-five (45) days. At the end of that period the Business Agent will accept a written request for reinstatement.

3.3.2. Registrants on the "B" list who refuse a referral three (3) times in a thirty (30) day period (other than for a short turnaround, illness, or by prior arrangement) will be placed on the "C" list for a period of not less than forty-five (45) days. At the end of that period the Business Agent will accept a written request for reinstatement.

3.4 Inability to Contact. If, because of the inability to contact a registrant, the rotation process of the referral list is threatened with disruption, the Business Agent or Call Steward shall bypass such registrant and thereafter notify him/her that some difficulty exists contacting him/her. The Business Agent shall, when a satisfactory method of communication is reestablished with the registrant, place the registrant's name at the bottom of the list.

- 3.4.1. If the Business Agent cannot contact a registrant on three separate occasions, the registrant may be removed from the list. Written notice will be sent to the registrant by certified mail.
- 3.5. Special Skills.** When an employer requests a referral with special skills, registrants who have not indicated they possess such skills shall be passed over during rotation without losing their position on the list.
- 3.6. Entire Call.** Registrants must be available for an entire call, including Load-In, Load-Out, and Show unless otherwise informed by the Business Agent.
- 3.7. Short Notice.** If a request for referrals is submitted on short notice (of less than 48 hours), the Business Agent shall fill the call as expeditiously as possible. This shall also apply to replacement calls made less than 48 hours prior to the call time.
- 3.8. Special Requests.** The Business Agent shall discourage abuse of this clause by Employers. In order to be requested for any given call, the referral in question must have been on Local 927's referral list for a period of at least two consecutive years or must be on the B list or above. (Added May 5, 2014)
- 3.9. Rejection.** Employers have the right to reject any registrant referred by the Hiring Hall, if they immediately provide their reasons in writing. If a registrant is rejected after appearing for a call, the registrant's name will be immediately placed at the top of the call list.
- 3.10. Additional Staffing.** If temporary positions requiring special skills and at least three (3) years' experience cannot be filled from registrants currently available on the A, B+ or B lists, the Business Agent shall be permitted to call upon registrants who would not normally be available because of other work in the trade and jurisdiction. These registrants shall be allowed to work under such conditions as are permissible by their current employer.

3.10.1. Other Sources. In the event a call for referrals cannot be filled from the Lists, the Business Agent shall be permitted to secure competent workers from other reliable sources.

- 3.11. Extras Called.** In the event that more referrals than were requested by the employer are called and appear for a call, the Steward or Business Agent shall first determine whether the employer is willing to hire or compensate the extra worker(s). Should the employer not hire or compensate the extra worker(s), the Steward or Business Agent shall request volunteers willing to be released from the call. If there are no volunteers, the last extra worker called shall be the first to be sent home. Extras sent home from a call without compensation will have their names placed at the top of the Rotation list in the order they were released from the call.

4. Disciplinary Code

- 4.1. All registrants** who accept work through referral by Local 927's Hiring Hall will be held accountable for their actions under its Disciplinary Code.
- 4.2. The Business Agent and Job Steward** shall have the authority to immediately remove from the job site and replace any registrants for commission if any of the offenses listed in the Disciplinary Code.
- 4.3 Violation** under the Code shall be penalized by suspension from the Referral Lists as follows:
- 4.3.1. Extreme Offenses, 2 years.
- 4.3.2. Major Offenses, 1st for 30 days, 2nd for 90 days, and 3rd for 1 year.
- 4.3.3. Minor Offenses

4.3.3.1 On the first offense, the referral would not be eligible for the next call
On the second offense, the referral would not be eligible for the next two calls
On the third offense, the referral would not be eligible for the next three calls
On the fourth offense, the referral will not be eligible for the next ten calls
Any additional offenses within a year of the fourth offense shall result in removal from the referral system.

4.3.3.2. The term "Minor Offense" denotes an offense carrying a lesser penalty than a "Major Offense" and shall not be constructed as meaning trivial or unimportant.

4.4. Extreme Offenses. Are as follows:

4.4.1. Conviction of a felony committed while on a sanctioned job site or work call received by referral of the Hiring Hall.

4.5. Major Offenses are as follows:

4.5.1. Presenting false information or qualifications on application or during application interviews

4.5.2. Consumption of a controlled substance at work (Also see section 4.9.)

4.5.2.1. The Job Steward is required to send an intoxicated worker home without pay.

4.5.3. Theft at work

4.5.4. Fighting at work

4.5.5. Failure to appear for an accepted job without good cause. (No Show) (Also see section 4.8. and section 4.9.)

4.6. Minor Offenses are as follows:

4.6.1. Withdrawal from an accepted referral without good cause less than twenty-four (24) hours prior to the job.

4.6.1.1. This also applies to call jumping.

4.6.2. Leaving the Job Site prior to release by the Job Steward. (Also see section 4.9.)

4.6.3. Appearing at the Job Site while intoxicated. (Also see section 4.9.)

4.6.3.1. The Job Steward is required to send an intoxicated worker home without pay.

4.6.4. Abusive or insulting language or conduct at work.

4.6.5. Habitual lateness. Appearing late for a job call three times without good cause.

4.6.6. Knowingly contributing to an unsafe work condition.

4.6.7. Working double shifts in a single day without the consent of the Business Agent.

4.6.8. Failure to appear before Referral Review Board when requested.

4.6.9. Professionalism. Infraction for professionalism is defined as follows:

Reporting to work without required tools, knowledge, or appropriate dress to perform your assignment. You may also be charged if, you conduct yourself in an unprofessional

manner, offensive language, sleeping on the job, discussing Union or other work-related business, or have an uncooperative attitude. (Amended August 4, 2011) Referrals should be as diplomatic and congenial as possible at all times while at work or on a job site. (Added November 2, 2017)

4.6.10. Inappropriate use of electronic communication devices, refer to 6.3.6

4.7. Suspensions

4.7.1. A registrant may be immediately suspended from the Referral List for any Offense listed in the Disciplinary Code. Notice will be provided by mail within two (2) business days from the day it is received in the office.

4.7.1.1. Any registrant suspended on the job site will be given an intent to appeal form. The registrant has 24 hours to return the form to the Union to avoid an immediate suspension.

4.7.2. The Business Agent may impose the maximum penalty provided in the Disciplinary Code upon receipt of a written complaint from a department head, steward, or employer, unless the registrant files a timely appeal to the Referral Review Board.

4.7.3. If a timely appeal is filed with the Referral Review Board, no penalty shall be imposed until the appeal process is completed, except where immediate suspensions are provided for under the Disciplinary Code.

4.8. No-Show. In the event that a registrant fails to appear for a call that he or she has accepted, the following steps shall be followed in order:

4.8.1.1. The Job Steward shall attempt to contact the missing person.

4.8.1.2. If attempts fail, either the Job Steward or Business Agent shall replace the missing person. (Amended November 2, 2017)

4.8.1.3. The Business Agent shall then contact the person who missed the call and assess the reason for the absence. The Business Agent shall document the discussion including date, time, and excuse given. The Business Agent shall then inform the registrant whether a penalty is or is not being applied, the form of such penalty, and the process for appeal.

4.8.1.4. The Business Agent shall submit a report containing the above documentation to the Referral Review Board and to the Executive Board of Local 927.

4.9. Replacements: Once a referral has accepted a work call, should he or she need a replacement for whatever legitimate reason before or during the call cycle, the Union must be notified at least twenty-four (24) hours prior to the relevant report time.

4.9.1. Under no circumstance will anyone be allowed replace him or herself. These will be considered minor offenses.

4.9.2. Once a referral has taken him/herself off a call without prior arrangement with production and the steward of a call for a specific need, he/she will not be allowed to return for the remainder of that call.

4.9.3. If a referral accepts a show call he/she is obligated to complete the run of the show and is committed to fulfill their obligation on the out.

4.10. Letters of Extreme Offenses and Major Offenses shall remain on file for three (3) years. Letters of Minor Offenses shall remain on file for one (1) year. Registrants found not guilty of an offense will have such letter removed from the files.

4.11. Letters of Commendation shall be kept on file indefinitely.

5. Appeals and Complaints

5.1 Appeals to Referral Review Board

5.1.1. A registrant may appeal any penalty imposed, or may appeal the qualifications for a referral as determined by the Business Agent.

5.1.2. A registrant may file a complaint with the Referral Review Board regarding any violation of the rules, regulations, or operation of the Hiring Hall.

5.1.3. Appeals must be filed within fourteen (14) calendar days of the date of the violation notice. Complaints must be filed within fourteen (14) days of the alleged violation.

5.1.3.1. The Referral Review Board shall hold a hearing within thirty (30) days of receipt of the appeal or complaint. When circumstances prevent a prompt hearing, it must still be held within forty-five (45) days, and all parties must be notified. If no ruling is made within forty-five (45) days from receipt of the appeal, any penalty or fine being appealed shall be overturned.

5.1.4. Registrants shall be allowed representation at the hearing by another registrant of the Hiring Hall. To promote a free exchange of facts, no party shall have the right to professional legal counsel at the hearing.

5.1.5. The Referral Review Board shall provide the Secretary of Local 927 with a written record of the proceedings of all appeals. The Executive Board of Local 927 shall have at its discretion the release of these files; as similarly outlined for appeals under Local 927's Constitution.

5.1.6. The Referral Review Board may affirm, overturn, or reduce the penalty; but may not increase the penalty. The decision of the Referral Review Board may be appealed to the Membership-at-Large, whose decision shall be final and binding upon on all parties.

5.1.7. Appeals for extension of time to pay a fee must be made in writing to the Referral Review Board within the first thirty (30) days following notification.

5.2. Questions and Complaints

5.2.1. Questions about work rules or payroll should be asked of the Job Steward or Business Agent.

5.2.2. Questions or complaints should be directed through the proper chain of command in order to deal with problems fairly, quickly, and efficiently. The proper chain of command is, first,

5.2.2.1. Head of Department, followed by

5.2.2.2. Steward

5.2.2.3. Business Agent

5.2.2.4. Referral Review Board

5.2.2.5. Local 927 Membership-at-Large

6. General Work Rules

6.1. Attire

- 6.1.1. All referrals are required to be neat and well groomed. Dark clothing is required for all performances. T-shirts and Jeans are acceptable, but must be in non-mutilated condition; and shirts must have sleeves (no tank tops) and not carry offensive phrases or graphics.
- 6.1.2. Large jewelry is not recommended and long hair should be tied back.
- 6.1.3. Appropriate covered footwear is required; no open-faced shoes or heels may be worn. Designated Loaders shall wear work shoes or boots.
- 6.1.4. For industrial or corporate type load in or load out, all referrals are requested to wear a shirt that represents either Local 927, another IA Local or that has no logo or other images. For industrial or corporate show days, all referrals are required to wear a black collared shirt that represents either Local 927, another IA Local or that has no logo or other images; as well as long black or khaki pants. Any hotel work will require industrial or corporate show days dress attire. The client can require or provide show personnel with specific attire. (Amended November 2, 2017)
- 6.1.5. Violations of the attire rules will be treated as minor offenses.

6.2 Reporting for Work

- 6.2.1. Transportation to and from work is the responsibility of the worker.
- 6.2.2. Referrals should report to the job site not later than 1/4 hour before call time.
- 6.2.3. Referrals shall report to the Steward upon arrival at the job site to sign in.
- 6.2.4. A worker who will arrive late must contact the Job Steward not the employer. If the Job Steward cannot be reached, contact the business agent, not the employer. (Amended November 2, 2017)

6.3. Work Habits

- 6.3.1. Referrals are not permitted to leave the job site without permission from the department head or Steward, once half hour to performance is called.
- 6.3.2. Work calls are assigned for the full run of a show. Referrals wishing to be released from a call must have the approval of a department head AND the Business Agent.
- 6.3.3. Referrals shall comply with all reasonable work requests within a department, and made by their department head.
- 6.3.4. Referrals shall comply with all reasonable requests by management, relating to the venue.
- 6.3.5. Referrals should be as diplomatic and congenial as possible at all times while at work or on a job site.
- 6.3.6. Referrals are not to use electronic communication devices while on the job for other than work related information. This includes; cell/smart phones, lap tops, tablets, iPod, blue tooth, etc. If there is a family emergency the referral may inform the Steward and make or take a call but no use of devices for personal business, playing music, social media, twitter, playing games, texting, taking pictures shall be permitted, particularly during load ins and load outs. (Added November 2, 2017)

6.4. Safety

- 6.4.1. Department heads should keep a list of hazardous materials used within their departments.
- 6.4.2. Referrals must use proper safety procedures when working with hazardous or toxic materials.
- 6.4.3. Maintenance and safety checks must be performed on a regular basis by department heads.
- 6.4.4. Referrals are prohibited from working under the influence of alcohol, drugs, or controlled substance while at work or on a job site.

6.5. Tools. Referrals are required to bring small hand or power tools appropriate for the job position to which they are assigned. A general list of these tools includes but is not limited to the following:

- 6.5.1. A 16 oz. Hammer or heavier
- 6.5.2. An adjustable wrench, 8 inches or longer
- 6.5.3. Straight blade screwdrivers with tips of 1/8, 1/4, and 3/16 inch
- 6.5.4. Phillip's head screwdrivers with # 1 and # 2 tips
- 6.5.5. Work gloves
- 6.5.6. A pocket or razor knife
- 6.5.7. Flashlight
- 6.5.8. Tape measurer, 25' or longer
- 6.5.9. A tool belt and/or nail apron
- 6.5.10. Rigging or safety harness (Riggers Only)
- 6.5.11. Drop line at least 75' long (Riggers Only)
- 6.5.12. Carabiners (Riggers Only)
- 6.5.13. One 2-foot, and one 4-foot sling (Riggers Only)
- 6.5.14. Slip-joint, linesman, and/or channel lock pliers
- 6.5.15. Diagonal wire cutters
- 6.5.16. Allen (hex) wrench set
- 6.5.17. Ratchet and socket set
- 6.5.18. Pencil

6.6 Inadequate tools. Referrals are expected to bring their own tools for specific professions. Should failure to bring adequate tools cause disruption of the job, the registrant may be dismissed from the job without compensation.

7. Amendments

7.1. Persons involved in the referral process of this Hiring Hall should feel free to suggest changes that will improve its ability to efficiently provide quality referrals.

7.1.1. Proposed alterations or amendments to these rules shall be submitted in writing to the Referral Review Board and notice shall be made to all members of Local 927 at least fifteen days prior to any vote.

7.1.2. Alterations or amendments to these rules shall be read before at least two consecutive regular or special meetings of Local 927 and shall receive a favorable vote by at least two-thirds of the members present at the second meeting.