

NABET-CWA LOCAL 21, BY-LAWS

2009

updated November 2009

ARTICLE I - NAME

The name of the Local shall be Local No. 21 (**CWA Local 51021**) of the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO-CLC, hereinafter called NABET-CWA.

ARTICLE II - MEMBERSHIP

- 2.1 The Local shall be composed of workers eligible for membership in the International Union, National Association of Broadcast Employees and Technicians, over whom the Local is granted jurisdiction by the International Union.
- 2.2 Eligibility for and acceptance into the Local Union shall be governed by the Sector By-Laws.
- 2.3 New member applications shall be subject to the approval of the Local Executive Board by majority vote. The Initiation Fee amounts and payment schedule, shall be as outlined in Article III. The Initiation Fee shall be retained by the local Treasury.
- 2.4 Membership rights and obligations are as outlined in the Sector By-laws or subject to uniform establishment and application by the Local Executive Board.
- 2.5 Prospective new members shall be welcomed as soon as practical when Officers and Stewards of the Local become aware of their presence at the work sites.

Prospective new members shall be given:

A. Welcome Packet: That includes background on the Union and its membership programs, Local Officers' names, an application for membership, billing and payment policies, Local and Sector By-laws. (A web site address with directions to download electronic versions of by-laws shall be deemed sufficient)

B. Station Information: A dues check-off form, and any current Collective Bargaining agreement specific to the station where hired. This may be added to the Welcome Packet, or delivered once the member is voted in by the Local executive board.

C. Membership Card: A temporary card shall be mailed with the Initiation fee bill, along with the Weingarten card. The permanent membership card shall be mailed after the Full Initiation Fee as been paid.

- 2.6 It is the duty of each member to become familiar with the

supplied materials. Although Officers and Stewards should attempt to explain and interpret applicable contracts, by-laws and rules, the responsibility of familiarization lies with the member, not the Union official.

- 2.7 A General Membership Meeting shall be scheduled and publicized at least once a year. There shall be at least three weeks notice by posting on a bulletin board commonly used at the work site for union materials. An Emergency General Membership Meeting may be called by the Local President or his/her designee with at least 48 hours notice.
- 2.8 Any Contract Ratification Meeting or unit membership meeting shall receive at least 48 hours notice. Contract Negotiation Committees may call unit meetings for the purpose of advising or consulting unit members with less than 48 hours notice, however, no ratification vote may be taken until at least 48 hours notice has been made.
- 2.9 Minutes of any Local Executive Board Meeting or General Membership Meeting shall be made available to any member in good standing promptly upon application to the Local Secretary. Such minutes shall be routinely distributed to Local Executive Board members and to Sector officials. Financial summaries shall be available on an identical basis.
- 2.10 Any member of the bargaining unit may allege a violation of the Collective Bargaining Agreement. The Local Executive Board shall establish and maintain a procedure for investigating grievances and making recommendations on grievance adjustment. The ranking officer at each station shall supervise the grievance handling procedure at that station. If there is no ranking officer at a station, the Local Executive Board shall designate a member to handle grievances. The Local Executive Board shall be consulted promptly on any Grievance recommended for Arbitration. Staff Representatives, Sector Officers and legal staff shall be consulted as needed and consistent with established Sector policies.

3.1 Local Initiation Fee:

Effective October 1, 2009, the Local Initiation Fee shall be one week's starting salary for all new members. A part-time employee shall pay his/her hourly rate multiplied by 30. A full-time employee shall pay his/her hourly rate multiplied by 40. An employee with a personal services contract shall pay his/her yearly total compensation divided by 52. The Fee shall be paid within three (3) months from date of the initial billing of the fee, except where check-off for initiation fee is available. If Check-off is available, the fee would be paid over time according to the negotiated agreement for check-off. In the alternative, the member may pay in equal installments of 20% per month, beginning 30 days after initial billing. If an installment payment is missed, the full balance shall be due within 14 days.

3.2 Should a member, who has only paid a partial Initiation Fee, become a full-time permanent employee within the Local Union or at any other Local, the difference between the amount already paid and a week's (40 hours) starting salary at the member's starting rate shall be owed to Local 21. Such amount shall be due in full within three (3) months of the initial billing.

3.3 Current dues and penalty payment procedures shall remain in effect unless changed by the Sector By-laws or by Local Executive Board action.

4.1 The Local Union shall have the following Executive Officers:

President
Vice President
Chief Steward (s)
Treasurer
Secretary

(If one [1] of the Bargaining Unit Members from a station is not Local 21's President or Vice President, a Chief Steward shall be elected to represent that station [or those stations]. The Chief Steward shall be Executive Officer over that station's Bargaining Unit Stewards and shall rank with the Vice President of the Local.)

4.2 The Local Executive Board shall consist of the following members:

Local President
Local Vice President
Local Chief Steward (s)
Local Treasurer
Local Secretary
Each of the elected Group Stewards

Any elected Steward is automatically a member of the Local Executive Board. The Stewards shall be elected From the Groups which they are to represent, with the members of each Group nominating and electing members of their own choice, by secret ballot.

The Groups of Local 21 to date are:

A) WRGB

1. WRGB Daytime Control Room / **Audio-Visual**
2. WRGB Nighttime (second shift) Control Room
3. WRGB News Photographers
4. WRGB Maintenance Engineering

B) WNYT

1. WNYT Transmitter/Maintenance
2. WNYT Engineering (day shift)
3. WNYT Engineering (night shift)
4. WNYT Production (Camera, Announcers, Directors, Art Department, Commercial Photographer)
5. WNYT News Photographers
6. WNYT News Reporters and Editors
7. WNYT News Producer
8. WNYT Anchor

C) WMHT/WMHQ/WMHT-FM

1. WMHT Engineering
2. WMHT Production

If no member chooses to serve as Group Steward within a job classification, then a member from another job classification can be elected or appointed to serve the term of office. For the purposes of apportioning stewards, Officers and Chief Steward(s) shall be counted as group stewards for the most appropriate position and that group steward position shall be otherwise unfilled.

4.3 In order to be eligible for election to the Executive Board, a candidate must have been a member in good standing for a period of one (1) year immediately prior to the election, with the exception of newly organized units.

4.4 Normally the date of the next Executive Board meeting shall be set by the Local President at the current Executive Board Meeting, subject to the approval of a majority of the members present.

Executive Board meetings may be called with at least 48 hours notice by the Local President or a majority of the Executive Board. Notice must be posted at all work sites for at least 48 hours prior to any such meeting. This provision shall only be exercised as a matter of last resort.

4.5 Any member in good standing may attend any meeting of the Local Union. The President of the meeting shall recognize members for purposes of speaking in a way so as not to disrupt the normal meeting procedure. Motions or calls to vote may only be made by Local Executive Board members. Should a meeting devolve into disorder, the President may require that disruptive members not on the Executive Board be removed. The Local Executive Board may extend a courtesy to non-members and allow observation, however, this courtesy is at the option of the Board and may be revoked at any time.

4.6 Minutes shall be taken of all Executive Board meetings, and a copy of the minutes shall be given or mailed to each member of the Local Executive Board, the Sector Office, appropriate Sector Officers and the Regional Vice President. Copies of the minutes of the Executive Board meetings shall be available at the next regularly scheduled General Membership meeting.

4.7 A simple majority of the Local Executive Board members present at an E-Board meeting shall constitute a quorum. It shall require the approval of two-thirds (2/3rds) of the members present of the Local Executive Board to amend, change, add or delete any local by-law.

4.8 The following Local Officers shall receive payment of

miscellaneous unaccountable expense monies according to the following schedule:

Local President	\$3,000.00 per year
Local Vice President	2,500.00 per year
Local Chief Steward	2,500.00 per year
Local Treasurer	2,500.00 per year
Local Secretary	2,300.00 per year
Local Stewards	360.00 per year

Officers and Stewards are expected to attend Executive Board meetings. It is expected the individual will attend at least one (1) meeting every quarter (1/4) year to receive payment. The Executive Board will consider waivers of this provision on a case-by-case basis.

The yearly listed amounts provided herein shall increase 2% on January 1st of every subsequent year beginning in 2010 unless subsequent action is taken to change this provision as provided in these By-laws, the Sector rules of NABET-CWA, and/or the Constitution of CWA

ARTICLE V STEWARDS

- 5.1 There shall be elected from each Group a Steward and an Alternate Steward as set forth in Article IV of these Local By-Laws. In the event of the resignation, inability to act or extended absence of the elected Steward, the Alternate shall succeed to the office of regular Steward for the Group he represents, and a successor to the Alternate position shall be appointed by the Local President for the remainder of the term, subject to the approval of the Local Executive Board. Appointed Stewards and/ or Alternate Stewards shall have voice but no vote on the Local Executive Board.

- 5.2 In the event that there is no Local Officer elected from a particular station unit's Groups, then there shall be an election held for the position of Chief Steward, to serve as the Chief elected officer for the station's groups. He shall rank with the Local Vice President of the Local. The duties of the Chief Steward shall be:
 - A. To sign up new members, get an application form to each person for his or her signature, collect their initiation fees, and make certain that they sign dues check-off authorizations and file them with their stations payroll department. All checks, monies and applications for membership should be mailed or given to the Local Treasurer.

 - B. Give all new members a Membership Kit as defined in

Article II, Section 2.8 of these By-Laws.

- C. C. Inform the Local Treasurer immediately when a member leaves the Local.
- D. In the case of illness for which a member of the Local is hospitalized or there is a death in the immediate family of any member, to inform the Sunshine Club Director of the Local of the facts so that appropriate action may be taken to offer some benefit to the member.

5.4 The duties of a Steward shall be as follows:

- A. To become thoroughly familiar with all of the provisions of his unit Contract, and to thoroughly investigate all grievances.
- B. To be completely familiar with the grievance procedures.
- C. To receive complaints and grievances of his Group, and to make every effort in conformity with the grievance procedures to satisfactorily adjust and settle all grievances.
- D. To see that all of the Local members under his jurisdiction remain in good standing with the Union.
- E. To investigate all accidents and injuries in his Group and make a written report on the same to the Local Secretary.
- F. To attend all Executive Board meetings and General Membership meetings wherever possible.
- G. Assist in the collection of dues.

ARTICLE VI RESIGNATIONS

- 6.1 Resignations from any Local Office must be submitted in writing to the Local Executive Board and to the Local Secretary. Such resignations will become effective upon their acceptance by the Local Executive Board at its meeting following the receipt of such resignation.

ARTICLE VII ELECTIONS

- 7.1 Elections for Local President, Local Treasurer, WRGB and

WMHT/WMHQ/WMHT-FM Group Stewards shall be held by September 15th of each year which is divisible by two (2). Elections for Local Vice President, Local Secretary, Chief Steward, WNYT Group Stewards, and WRKL Steward shall be held by September 15th of each year which is not divisible by two (2) (an odd numbered year). All Local Officers and Executive Board members shall take office on October 1st following their election, or as soon after that date as they may be certified by the Local Executive Board. The process of electing the Local President shall simultaneously elect the Local's delegate to all Sector Conferences, Regional Advisory Boards, and District Conferences. Should the Local President choose not to attend the above listed meetings or be unable to attend the meetings, the Local shall elect a delegate in accordance with specified by-law election procedures. The Local Executive Board may also elect or appoint alternate delegate(s) and observers as it chooses. The Local Executive Board retains control over expenses involved.

- 7.2 The Local President, Vice President, Chief Steward, Secretary, Treasurer and the Group Stewards shall hold office for two (2) years. But, in each case, they shall hold office unless removed by the Local membership by recall under the provisions of Article VIII, Section 8.16 of the Sector By-Laws or resign as provided under Article VI, Section 6.1 of the Local By-Laws, or until their successors are elected.
- 7.3 A Nominating Committee shall solicit nominees and check on their willingness to serve if elected to a Local Office. Candidates names may be submitted to the Nominating Committee by the candidates themselves, by other members of Local #21 or by the Nominating Committee.
- 7.4 If a candidate receives a simple majority of the votes cast on the first (1st) ballot, he or she shall be declared elected provided that three-quarters (3/4) of the eligible votes shall have been cast. If no candidate has been elected on the first (1st) ballot, then a second (2nd) ballot shall be issued. This second (2nd) ballot shall bear the names of the two (2) candidates who received the most votes on the first (1st) ballot, in order of the greatest number of votes received. The candidate receiving a simple majority of the votes cast on this ballot shall be declared elected. Should the second (2nd) ballot result in a tie, then a third (3rd) ballot shall be held. If the third (3rd) ballot should result in another tie, then the election shall be determined by lot in a manner to be determined by the Election Committee. In the event that any Local Officer is up for election uncontested, the single nominee or incumbent, as the case may be, shall be declared elected and there shall be no secret ballot.
- 7.5 The elections shall be held by secret ballot. The secret ballot

may consist of a ballot, a plain unmarked envelope and a second (2nd) envelope which is addressed to either the Local Secretary or to the Chairman of the Election Committee, and which bears the name and address of the person casting the ballot in the upper left hand corner of the envelope. Upon receipt of the ballot, the person who is an eligible voter shall mark the ballot, seal it in the plain unmarked envelope, and then put this unmarked envelope into the second (2nd) envelope which has the voter's name in the upper left hand corner and seal it. Then the envelope may be turned over to the Group Steward or mailed to the person named for receipt of the ballots in the ballot instructions. Each ballot shall show the issuing date, the due date, directions for casting the ballot, instructions for returning the ballot, including the name and address of the person to whom the ballot is to be delivered or mailed, as well as any other pertinent information. Only active members in good standing shall receive a ballot.

- 7.6 The ballots must be counted within five (5) days of the due date of the ballots. Before opening any ballots, the Election Committee shall verify the names on the upper left hand corner of the outside envelope and check each name with the eligibility list furnished by the Local Treasurer to ascertain that only qualified members in good standing have voted. Also, before opening any ballots, the Election Committee shall use all possible diligence to determine if all members eligible to vote have returned their ballots, and to check with any members whose vote is not received by the due date to make certain that the member had an opportunity to vote. Any member who so wishes may observe the opening and counting of the ballots and may inspect the Voter Eligibility List. Any candidate who so requests of the Local Secretary or Treasurer shall be supplied promptly with an accurate list of Local 21 members. This list shall include names, addresses, and bargaining unit. There shall be no charge made for this information. If a candidate requests, and if the Secretary or Treasurer has the computer capability the addresses shall be printed on mailing labels suitable for the candidate's use. The candidate shall pay the cost of mailing label stock, but will not otherwise be charged for this service.
- 7.7 Any member in good standing may challenge the legality of any election by making a complaint in writing to the Executive Board, with a copy to the Election Committee, within thirty (30) days of the due date of the ballots. The Executive Board shall act with dispatch upon any such complaint, shall make a full investigation of the charges and report their findings to the Local membership.
- 7.8 The Election Committee, or the Local Secretary, shall retain all ballots and the envelopes pertaining thereto, separately, for a period of one (1) year after the due date of the election ballots. If no complaints pertaining to the election have been

filed in writing within that time, all ballots and envelopes shall be destroyed. Current labor laws will determine the holding time of these ballots, in any event.

- 7.9 No member may be a candidate for more than one elected position at a time. However, any member currently holding an office or position may run for one other office or position, provided she/he meets eligibility requirements as previously specified. No member may hold more than one Local office or position at a time. For the purposes of this section, delegate or alternate delegate to the Sector Conference shall not be considered a Local office or position.
- 7.10 The procedure specified in 7.4 shall not apply in an election in which there are only two candidates. In any two-person contest, the winner shall be the candidate receiving a simple majority of votes properly cast. In the event of a first-ballot tie, there shall be a second ballot. If that ballot also produces a tie, the winner shall be determined by lot.

ARTICLE VIII GENERAL

- 8.1 Every Local Officer, or any other elected or appointed person who may handle any Local funds, dues, fees, or fines shall be bonded by at least ten percent (10%) of the total funds handled by him or his predecessor or predecessors, if any, during the preceding fiscal year. No bond shall be placed through an agent, broker or with a Surety Company in which any labor organization or any officer, agent, steward or other representative of a labor organization has any direct or indirect interest. Such Surety Company shall be a Corporate Surety which holds a grant of authority from the Secretary of the Treasury.
- 8.2 All Local #21 By-Laws are subject to any applicable legislation.
- 8.3 Local #21 shall have an annual audit of books, records, and accounts in compliance with the Sector By-Laws.
- 8.4 All checks drawn on the Local #21 Treasury shall be countersigned by the Local President, Vice President or Secretary.
- 8.5 Except where specifically provided elsewhere in these By-Laws or the Sector's rules, the Local President shall serve as delegate to meetings, conventions, etc. The President shall promptly advise the Executive Board when he is invited to any meeting requiring out-of-town travel, and discuss with the

Board the distribution of any expenses involved. The Executive Board may choose to send alternate delegates and/or observers, giving priority to the Vice President and secondary priority to an officer at any other unrepresented station(s). The Executive Board shall determine whether it is appropriate to send one or more representatives to any meetings, considering factors including expense, agenda, and previous experience.

If the main delegate, who will usually be the Local President, subsequently determines he will be unable to attend, the alternate delegate, if any, shall assume the responsibility.

8.6 It shall be an additional duty of the Local President and Local Secretary to see that the following items are available at all General Membership and Executive Board meetings:

A. Copy of the Sector By-Laws

B. Copy of the Local By-Laws

C. Copies of all Contracts in force in the Local

D. Copy of Roberts RULES OF ORDER

8.7 Business shall be conducted in accordance with Roberts Rules of Order, except where superseded by the Sector By-Laws and By-Laws.

8.8 REMOVAL OF ANY OFFICER:

Refer to Article VIII, Section 8.16 of the Sector By-Laws and By-Laws.

8.9 The Local Executive Board shall investigate fully when an Officer of Local #21 is considered unable to act in his office. The Local Executive Board will determine the facts and recommend to the General Membership the disposition of said investigation.

8.10 MEMBERS LEAVING THE LOCAL:

In the event that a member of the Local, who is in good standing, leaves the Bargaining Unit, and providing that he is a contributing member of the Local, he shall be entitled to a farewell gift in accordance with the following schedule:

- A. A member leaving the Local having at least three (3) years but less than five (5) years as a member of the Local shall be entitled to a gift not exceeding twenty-five dollars (\$25.00).
- B. A member leaving the Local having at least five (5) years but less than ten (10) year as a member of the Local shall be entitled to a gift not exceeding fifty dollars (\$50.00).
- C. A member leaving the Local having at least ten (10) years but less than twenty (20) years as a member of the Local shall be entitled to a gift not exceeding one hundred dollars (\$100.00).
- D. A member leaving the Local having more than twenty (20) years as a member of the Local shall be entitled to a gift not exceeding one hundred-fifty dollars (\$150.00).

Farewell gifts, in the case of permanent part-time employees, will be available on a pro rata basis with the above schedule.

People who become members after January 1, 1988 shall receive up to two times (2X) the above specified gift.

ARTICLE IX BY-LAWS, CHANGES AND AMENDMENTS

- ~~9.1~~ These Local By-Laws may be amended at any time by a majority vote of the Local Executive Board when eight (8) members of the Executive Board are present and when members are present from three station units represented by the Local.
- ~~9.2~~ These Local By-Laws shall, at all times, be subordinate to and subject to the provisions of the Sector, as such Sector By-Laws now exists, or may from time to time be altered or amended. In the event of any conflict, the Sector By-Laws shall govern.
- ~~9.3~~ A copy of these Local By-Laws, or any additions, alterations, or revisions shall be submitted to the Regional Vice President and the Sector Secretary-Treasurer for submission to the Sector President for approval.

ARTICLE X SPECIAL FUND

- 10.1 The fund shall be known as the Local #21 Special Fund.
 - A. Only locally derived monies shall be deposited in this fund. Monies shall be withdrawn from this Special Fund only after the other Benefit Fund Monies have been exhausted. The only

exception is as set forth in Article X, Section 10.3.

B. Benefit Fund: Into this fund shall be deposited the amount of monies as set forth in Article XI. Withdrawals are as set forth in the same Article XI.

10.2 Administration of the Fund shall be as follows:

- A. The Fund shall be administered by the Local #21 Executive Board.
- B. The Local #21 Treasurer shall be the Custodian of all monies in the Special Fund.
- C. The Local President and Treasurer of Local #21 shall be bonded by an amount to be determined by the Local Executive Board and as outlined in Article VIII, Section 8.1.
- D. Both the Local President and Local Treasurer shall sign any withdrawals from the Special Fund, with the approval of the Executive Board.
- E. Contributions to the Special Fund shall be made by members joining the Local in a manner to be determined by the Local Executive Board. However, only Local monies shall be deposited in the Special Fund Savings Account. No Sector Treasury rebate monies shall be deposited in this account.
- F. Funds shall be deposited in the name of NABET LOCAL #21 SPECIAL FUND.
- G. Any expenditure from this Fund shall have prior approval of the Local Executive Board.

10.3 Withdrawals from the Special Fund.

- A. All expenditures from the Fund shall be in the form and amount determined by the Local Executive Board.
- B. Rebates to members leaving the Bargaining Unit shall be determined by the Following:
 - 1. If the total amount in the Fund at the time the member leaves the Local is more than the total amount credited to the entire Local membership, then the rebate shall be one hundred percent (100%) of the member's contribution to the Fund.
 - 2. If the total amount of money in the Fund at the time the member leaves the Local is less than the total amount

credited to the entire Local membership, then the rebate shall be determined by the percentage obtained by dividing the amount left in the Fund by the total amount contributed to the Fund by the entire Local membership.

3. Any member who withdraws from the Local Union but remains under the jurisdiction of the Bargaining Unit shall not be entitled to any benefits from the Fund or any rebates whatsoever.
- 4, In the event of the death of an active member in good standing of the Local Union, his rebate from the Fund shall be paid to a named beneficiary of the member. Each member shall designate said beneficiary to the Local Treasurer on a form which will be provided by the Local Treasurer.

C. Interest earned by the Fund: The Local Executive Board shall review on a yearly basis the financial position of the Fund in regards to the amount in the Fund which is credited to Local members, and the amount which has accumulated above these credits, such as interest earned, the Executive Board shall have the authority to credit this interest portion to the members on a percentage basis as determined by the Executive Board. The Executive Board is not bound to credit this portion if they choose not to do so.

10.4 Purpose of the Fund.

- A. Provide for Strike Benefits for members of Local #21.
- B. Foster the general welfare of the Local Union.

10.5 Participation in the Local #21 Special Fund.

- A. Participation in the Fund shall be limited to active members in good standing of Local #21.
- B. Contributions to the Special Fund shall be as follows:
 1. Contributions to the Special Fund shall be limited to those monies collected locally, such as from Local initiation fees, direct contributions to the Fund or fines levied against Local members. No Sector dues rebate monies shall be deposited in this Special Fund.

2. All contributions to and withdrawals from the Special Fund shall be kept in a separate ledger, and a separate savings account shall be set up for this Fund.
 - C. The Sector shall have no jurisdiction over this Special Fund except as provided in Article VIII, Section 8.20 of the NABET-CWA By-Laws.
 - D. The rules and regulations governing this Fund shall be reviewed periodically by the Local Executive Board.
- 10.6 Strike Benefits: Strike Benefits shall be paid to each active striker who is an active member in good standing of Local #21 as determined by the Local Executive Board.

ARTICLE XI BENEFIT FUND

- 11.1 This Fund shall be known as the Local #21 Benefit Fund as defined in Article X, Section 10.1(B) of these By-Laws.
- 11.2 Administration of this Fund shall be as outlined in Article X, Section 10.2, except that Sector Treasury rebate monies shall be deposited in the name of NABET LOCAL #21 BENEFIT FUND.
- 11.3 Withdrawals from the Benefit Fund shall be in the form and amount determined by the Local Executive Board. Rebates to members leaving the Local Bargaining Unit shall be as outlined in Article X, Section 10.3 of these Local By-Laws.
- 11.4 The purpose of the Benefit Fund shall be the same as that of the Special Fund, as outlined in Article X, Section 10.4 of these Local By-Laws.
- 11.5 Participation in the Benefit Fund.
 - A. Participation in the Benefit Fund shall be limited to active members in good standing of Local #21.
 - B. Contributions to this Benefit Fund shall be limited to the amount of ten percent (10%) of the total dues paid by each member of NABET Local #21. For example, if a Local member paid total dues to the Sector of two hundred dollars (\$200.00), then his contribution to the Benefit Fund would be twenty dollars (\$20.00) per annum, which amount would be credited to him as part of his total contribution to the fund. These Benefit Fund contributions will come from the dues rebated to the Local Treasury by the International Union

under the current Dues Rebate System.

C. The Sector shall have no jurisdiction over the Local #21 Benefit Fund except as provided in Article VIII, Section 8.20 of the NABET-CWA By-Laws.

D. The rules and regulations governing the Local #21 Benefit Fund shall be reviewed periodically by the Local Executive Board.

E. As of January 1, 1988 no new contributions shall be credited to the Benefit Fund.

11.6 The Benefit Fund shall be used as the prime source of funds in any situation where expenditures in accordance with purpose of the Benefit Fund is necessary, and no expenditures are to be made from the Special Fund until the monies in the Benefit Fund are exhausted, except as stated under Article X, Section 10.3 of these Local By-Laws.

ARTICLE XII RATIFICATION VOTES

12.1 Forty-eight (48) hours notice posted on Union bulletin board(s) of the bargaining unit involved shall be provided for contract ratification meetings. The Chief Steward or ranking officer shall notify the Local President of any scheduled meeting before it is held. Failure to notify the membership and/or the Local President shall be sufficient grounds for the Executive Board to set aside any action taken.

12.2 Any contract ratification vote shall be made by secret ballot.

12.3 A member must attend the meeting in order to vote.

APPROVED:

/s/ John S. Clark
President, NABET, AFL-CIO

DATE: _____

BY-LAWS
NABET-CWA LOCAL 21

