BYLAWS, effective 1/1/2025

Table of Contents

ARTICLE 1: Title, Objects and Jurisdiction ..... pg. 1
ARTICLE 2: Membership ..... pg. 1
ARTICLE 3: Officers ..... pg. 2
ARTICLE 4: Nominations and Elections ..... pg. 3
ARTICLE 5: Meetings ..... pg. 4
ARTICLE 6: Dues, Fees & Assessments ..... pg. 4
ARTICLE 7: Wage List ..... pg. 5
ARTICLE 8: Duties of Members ..... pg. 5
ARTICLE 9: Claims; Rules of Practice and Procedure ..... pg. 6
ARTICLE 10: Charges and Trials ..... pg. 6
ARTICLE 11: Amendments ..... pg. 7
ARTICLE 12: Removal of Officers ..... pg. 7
ARTICLE 13: Authorities ..... pg. 8

ARTICLE 1: TITLE, OBJECTS AND JURISDICTION

Section 1: This Local shall be known as AMERICAN FEDERATION OF MUSICIANS, Local #21, Inc., Wilmington, Delaware.

Section 2: The objects and purposes of this Local Union shall be:

A. To unite the professional musicians within its jurisdiction who are eligible for membership without regard to race, religion, creed, national origin, age, sex , or any other characteristic protected by law.

B. To organize the unorganized professional musicians in its jurisdiction and to provide services to such organized professional musicians.

C. To secure improved wages, hours, working conditions and other economic advantages for the professional musicians in membership through collective bargaining and fair dealing among its members.

Section 3: The territorial jurisdiction of Local 21 is the State of Delaware, its three counties, New Castle, Kent, and Sussex, and all its municipalities, towns and unincorporated areas. Within Pennsylvania, all of the territory within the following borders: The western borders of West Nottingham, Lower Oxford, Upper Oxford, West Fallowfield, Atglen, West Sadsbury, and all of West Caln Township; the northern border following Route 340 to Route 30 to Wayne; the northeastern border from Wayne to Folcroft, excluding the areas of Bryn Mawr, Havertown, Broomall, and Springfield; the southeastern border from Folcroft along the Delaware River to the DE/PA state line; the southern border, the PA/DE state line to White Clay Creek State Park and the PA/MD state line to West Nottingham. Also, any additions, deletions, or changes which may be hereafter mandated by the American Federation of Musicians.

ARTICLE 2: MEMBERSHIP

Section 1: All performers on musical instruments of any kind and vocalists who are classified as professional musicians and are eligible for membership if they reside in the territorial jurisdiction of this Local, subject to the laws and jurisdiction of the AFM.

Section 2: Applicants for membership who are former members of this or any other AFM Local are subject to appropriate provisions of the Bylaws of the AFM relating to affiliation as former, transfer, or traveling members.

Section 3: Applicants for membership are required to complete the AFM approved application form and deposit the required fees and dues for membership.

Section 4: All new members, and members reinstating following expulsion or resignation in good standing, must join for a full 12-month period.

Section 5: An applicant shall, unless cause to reject membership is otherwise disclosed, become a member of this Local upon receipt of the AFM approved application form and required fees and dues as per Section 3 of this Article.

Section 6: An applicant currently not a member of another Local, and who has been accepted for membership, shall give the required oath of obligation to an appropriate official of this Local and shall attend an orientation meeting per the AFM approved application form.

Section 7: No member of the Local can attain or acquire Gold Card or Life Membership status until he/she has been a member of Local 21 for thirty-five (35) consecutive years or more and has attained the age of at least sixty-five (65). A Gold Card or Life member must pay the per-capita dues of the Federation plus the membership dues as mandated by the AFM. Life status for the entire Local membership will be updated once per year, in December, with notification going out to those affected in time to adjust their payments.

Section 8: Persons 20 years or younger may join the local as a Youth Member and may remain in that classification until his/her 21st birthday. Youth Members shall have all of the rights and obligations that Regular Members have, and they shall be subject to all Federation and Local rules, regulations and bylaws. They will be exempt from paying Local Initiation Fees and Federation Initiation Fees. All other fees and periodic dues shall apply. Any member 20 years or younger will be designated "Youth Member" in the newsletter in which their membership is announced, and on the Local's web site. Written parental consent is required to list members under 18 years of age on the Local web site.

Section 9: Life Members who wish to establish an Inactive Life Membership Status may do so by notifying the local in writing. Inactive Life Members opting for Inactive Life Member status shall have all the rights and privileges of active members except that they shall not perform any professional engagements, vote or hold office. An Inactive Life member will pay per capita dues at a reduced rate plus the membership dues as mandated by the AFM.

Section 10: Members may opt out, in writing, from having any or all of their contact information posted on the Local web site, or from receiving newsletters and membership announcements via e-mail.

ARTICLE 3: OFFICERS

Section 1: The officers of this Local shall consist of: President, Secretary-Treasurer, and The Executive Board. All of these officers shall be elected to their positions.

Section 2. PRESIDENT:

A. It shall be the duty of the President to preside at the meetings of this Local and the Executive Board and to enforce a strict observance of the bylaws and exact a rigid compliance of the rules and customs of this Local. It shall be his/her duty and prerogative to exercise supervision over the affairs of the Local, to make decisions in cases where, in his/her opinion, an emergency exists, and to execute such decisions.
B. He/She shall have the power to call a special meeting of the Executive Board, when a reasonable condition arises, making it necessary for immediate Executive Board action.
C. The President shall have the deciding vote in any case of a tie vote, concerning the Executive Board action.
D. He/She shall represent the Local at the AFM Convention and the Penn-Del-Mar-DC Conference as the second delegate.
E. He/She shall sign all checks, bills and agreements or orders for payment of money. He/She shall employ an auditor who must be a Certified Public Accountant (C.P.A.) properly bonded according to the custom of his/her profession, to audit the books of this Local, and the Auditor's report shall be referred to the Secretary-Treasurer, the President and the Executive Board.
F. He/She shall appoint all committees and shall be an ex-officio member of all committees except the Election Committee.
G. In the event of an emergency vacancy in the position of President, the Secretary/Treasurer will call for a special Executive Board meeting, where the Board will appoint a temporary replacement until a special election for the position can be held.
H. The Executive Board may appoint a President-designate who may take the place of the President at any meeting at which the President's presence is requested or customary, but the President is unable to attend. Any decisions or commitments made by the designate will be deemed as "tentative agreements" until reviewed by the Executive Board.

Section 3. SECRETARY-TREASURER:

A. The Secretary-Treasurer shall keep a faithful record of the proceeding of all meetings, answer all communications appertaining to the Local, issue all membership cards to new members upon approval of the applicant as prescribed in Article II, Section 2, issue new cards each year to those members paid in good standing, report any violation of the Bylaws of the Local to the President and the Executive Board, prepare monthly reports for the Executive Board as to the financial status of the Local, keep record of all moneys collected by the Local, including: initiation fees, dues, fines, assessments, and moneys acquired through investments that the local may have. He/She shall keep a current list of the membership in good standing and those who are, to his/her knowledge, in violation of the Bylaws of the Local, read the minutes of the preceding Executive Board and General meetings if not published in the New Pitch journal. The Secretary-Treasurer must also read all correspondence to the General and Executive Board meetings that would be deemed of importance by him/her and the President. He/She shall publish in the New Pitch all minutes of previous meetings when possible, all laws that have been amended, added to, or in any way changed. He/She shall also publish a list of the new, suspended, expelled and re-installed members.
B. He/She shall sign all checks, bills, and agreements or orders for payment of money.
C. The Secretary-Treasurer shall collect all dues, fines, assessments and fees as shall be levied upon Local members in accordance with the Bylaws. He/She shall take charge of all moneys and securities and other property of this Local and shall keep true and complete accounts thereof.

D. He/She shall surrender all of the books of accounts to an independent public accountant as specified by the President in compliance with Article 3, Section 2E.
E. He/She shall attest to all money orders drawn on this Local and countersign all checks that are drawn and shall keep a correct account of each member, crediting him/her with all indebtedness; also itemized account of all moneys received and he/she shall keep the accounts in such condition as to be ready for the inspection of the auditor at any time.
F. The Secretary-Treasurer will have charge of the official Seal of the Local.
G. He/She shall immediately upon the expiration of the fifteen day period allowed for payment of fines imposed for violation of the Bylaws have notices made up and sent to those members who have not paid said fines and advising them of their suspension as prescribed by the Bylaws of this Local.
H. The Secretary-Treasurer shall maintain regular office hours as required by the President and the Executive Board. He/She shall also inform all members of the date of each meeting via electronic notice or through the New Pitch. The New Pitch shall be the official journal of the Local. It shall be published no less than three times a year from September through May and shall be mailed to the membership 10 days prior to the following General Meeting. The New Pitch shall publish the minutes of the General and Executive Board meetings, items listed in Article 3, Section 4a and any other item deemed necessary by the President or the Executive Board.
I. Recognized Banks and Trust Companies shall be selected as depositories for the funds of this Local with the approval of the Executive Board.
J. He/She shall at each meeting of the Local, present a reconciled bank statement of bank balance and specify the amounts in various depositories.
K. At the expiration of his/her term of office, he/she shall deliver to his/her successor all moneys, books, and records belonging to the Local.
L. The Secretary-Treasurer shall represent the Local at the AFM National Convention and the Penn-Del-Mar-DC Conference of Locals as its first delegate if membership warrants. Delegates-at-large and alternates shall be elected as necessary based on membership size.
M. The Secretary-Treasurer shall publish a newsletter no less than three times per year. The newsletter will be posted on the Local's web site. An e-mail will be sent to all members alerting them to the posting of the newsletter and providing a link to it. For members who do not have an e-mail address on file, a paper copy will be sent via US mail.
N. The Secretary-Treasurer will act as the Local's MPTF co-ordinator for the duration of the existence of that program.

Section 4. EXECUTIVE BOARD:

A. The Executive Board shall be composed of the President, Secretary-Treasurer, and seven (7) members at large. Five (5) members shall constitute a quorum.
B. The Executive Board shall meet three times yearly, following the general membership meeting, on special call of the President, and when requested by a majority of the members of the Executive Board.
C. The Executive Board shall have general supervision of all matters pertaining to the Local and shall have complete jurisdiction and power of disposition of all matters and questions in which the said Local or any of its members may be interested, or by which any of them may be otherwise affected.
D. The Board shall exercise general supervision of the interest and affairs of the Local and its properties, approve all expenditures of the Local and confer with the Secretary-Treasurer as to what banks or other financial institution(s) moneys of the Local are to be deposited.
E. The Executive Board or their appointees shall negotiate all wage scales and master agreements for this jurisdiction subject to approval under Article VII. Contractors shall not be appointed to committees negotiating wage scale or working agreements with the groups they represent.
F. Each Executive Board member shall actively serve on at least one committee as appointed by the President.
G. If any office becomes temporarily vacant, due to prolonged illness, death, resignation or otherwise, the Executive Board shall, at such time that it deems necessary, elect a successor to serve the remaining portion of the term (per Article 3, Section 2). The appointee shall be reimbursed at the same rate as the elected official. The elected official may receive a maximum of three months salary while incapacitated due to illness or until the office is declared permanently vacant.
H. The Executive Board shall serve as a Board of Arbitration and Trial Board as provided elsewhere in these Bylaws.
I. When necessary, business of the Executive Board may be conducted by telephone, videoconference, or e-mail.
J. In addition to the President-designate cited in Article 3 2 H, the Executive Board may appoint additional designates to attend meetings, where those meetings represent a special area of expertise for the designate. Any decisions or agreements made by these designates will be deemed as "tentative agreements" until reviewed by the Executive Board.
K. Any Unfair Labor Practice Charge must be reviewed and approved by the Executive Board before filing.

Section 5. WAGES: The President and Secretary-Treasurer will be paid a salary. At the last scheduled Board meeting of each year, Officers' salaries will be reviewed by the Board for any adjustments to be made for the upcoming year. A pension contribution will be paid to the AFM-EPF on behalf of all salaried employees of the Local at a rate directed by the AFM-EPF.

ARTICLE 4: NOMINATIONS AND ELECTIONS

Section 1. NOMINATIONS:

A. Nominations of candidates shall be made at the Fall meeting of the third year of incumbent officers. No person shall be nominated for more than one office except for delegate at large, nor shall any member nominate more than one candidate for any one office. Elections will be held every three years with each officer elected expected to serve the Local during that said tenure.
B. At least fifteen days prior to the nominations meeting, the Secretary-Treasurer shall mail written notice of such meeting to all members. The notice shall contain the date, time and place of the meeting and the position subject to nominations.
C. The nominations meeting shall be held as called, regardless of any quorum requirement.
D. Any member in good standing present at the nominations meeting shall be entitled to nominate any eligible candidate of his/her choice. The nominee shall be present at the meeting or his/her nominator must present a written signed statement of acceptance of nomination from such nominee.
E. To be eligible for nomination, a member must have been a full member of the Local in continuous good standing for at least one year preceding the nominations meeting.
F. Immediately after the receipt of all nominations, the Executive Board shall appoint a volunteer Election Committee of three (3) Local 21 members, none of whom are candidates. The Committee shall choose its chairperson. The Committee shall handle all details of the election.
G. All members participating in nominations and elections must be paid-up members in good standing.
H. In any election in which any positions are contested, no elections shall be conducted via the internet.

Section 2. ELECTIONS:

A. The Election of Officers will take place in November of the third year aforementioned. Day and time will be set by the President and Secretary in consultation with the Executive Board. The polls shall open at the meeting room of the Local (under Australian system of balloting) and the officers so elected shall enter upon their duties on January 1 following the December election. If, from any cause whatever, the Local shall fail to elect any officers provided by the Bylaws, then the incumbent of such office shall hold over and serve until a successor shall be chosen at the subsequent election held for that purpose. The nomination and time for a Special Election shall be decided at a regular meeting of the Local.
B. Not later than five working days after the nominations meeting the Secretary-Treasurer shall mail written notice to all members of the Local containing the date and place of the election, the hours of opening and closing of the polls, a facsimile ballot and specifications for absentee voting.
C. The polls shall be open from Noon to 8:00 PM.
D. Candidates shall be listed on the ballot in last name alphabetical sequence.
E. The writing in of names of persons not nominated and listed on the ballot is prohibited.
F. Any member who resides outside the jurisdiction or will be unable to vote at the polls may request an absentee ballot in writing from the Election Committee Chairperson. Such request must be received by the Election Committee Chairperson no less than 2 weeks before the election date. The chairperson shall within twenty-four hours of receiving the request mail the member a ballot, a small envelope in which to insert the ballot and a larger envelope to be addressed to the Election Committee at a Post Office Box to be secured by the Secretary-Treasurer. Only those absentee ballots mailed to the Election Committee in sufficient time for at least two members of same to pick up such ballots at the Post Office and deliver them to the polls prior to the opening of the polls shall be counted.
G. A plurality of votes cast shall elect a candidate to office including the Delegate-At-Large.
H. Newly elected officers shall assume office at the January meeting following the election.
I. If a ballot is incorrectly marked for more candidates than the voter is entitled to vote for, or if, for any reason, it is impossible to determine the choice of the voter, all other officers correctly marked shall be counted. Those ballots which are defective or improperly marked shall be so endorsed by the Judges. No ballot shall be counted except the official ballot of the Local.

ARTICLE 5: MEETINGS

Section 1: Regular meetings of the membership shall be held tri-annually. The exact time and place of membership meetings shall be determined by the President and Secretary in consultation with the Executive Board, who shall also have authority to adjust meeting dates to avoid legal holidays and for reasons of emergencies.

Section 2: The President or the Executive Board may call a special membership meeting for a specific purpose which shall be specified in a notice of such meeting to all members, which shall be mailed by the Secretary-Treasurer at least fifteen days prior to the meeting. No other business than that specified in the notice shall be transacted at a special meeting.

Section 3: A quorum of five members must be in attendance at a membership meeting for the meeting to be called to order or continued.

Section 4: If, at any regular or special membership meeting a quorum is not achieved, the Executive Board shall have authority to act upon any items on the agenda of such meeting subject to applicable provisions of the Labor-Management Reporting and Disclosure Act of 1959, as amended.

Section 5: The conduct and procedure of all regular and special membership meetings shall be set forth in Robert's Rules of Order unless waived by majority agreement.

ARTICLE 6: DUES, FEES & ASSESSMENTS

Section 1: Initiation fees, reinstatement fees, dues, late fees on dues, dues based on earnings and assessments, to become and remain a member in good standing, shall be established by the membership from time to time in compliance with applicable provisions of the Labor-Management Reporting and Disclosure Act of 1959, as amended.

Section 2:

A. Dues shall be payable quarterly, in advance, during the months of January, April, July, and October. Members paying for the full year during the month of January shall be entitled to a discount. Failure to pay dues will subject a member to fines and reinstatement fees. Dues bills will be sent out in the first week of the first month of each new quarter. No bills will be sent in the second month of a quarter. Suspension/expulsion warnings will be sent out in the first week of the third month of each quarter. Overpayments of $1.00 and under will not be refunded. No refunds will be made of annual dues payments if the member leaves the Local before the end of their paid period, for any reason.
B. Members failing to pay dues by the end of a quarter shall be suspended. Failure to pay dues and fines by the end of six months will result in termination of membership.
C. Members suspended or terminated may be reinstated upon payment of the last unpaid quarter (including late fees) and the current quarter. The reinstatement fee shall be computed from the first day of the quarter in which the member became suspended.

   REINSTATEMENT FEE: $40.00

D. Any member whose regular membership dues remain unpaid eleven months from the final due date shall thereafter be required to re-affiliate under the terms and conditions as a new member.
E. Whenever the due date of any transaction between a member and the local is on a non-business day, the due date shall be extended to the next business day.
F. A $10.00 fee shall be paid by any member submitting a check to the local that is returned marked "insufficient funds" or is non-negotiable for any other reason, for each item, in addition to reimbursement for all bank fees incurred.
G. Dues bills and notices will be sent via e-mail, except for those members who do not have an e-mail address on file; they will receive their bills and notices via US mail. Final expulsion notices will be sent via certified US mail, regardless of e-mail status.

Section 3: All members are required to pay 4% dues based on earnings at scale wages for all musical services performed. These dues based on earnings shall be known as Work Dues and shall be payable to the Secretary-Treasurer no later than the fifteenth date of the month following the month during which the services were performed. Member-leaders/contractors shall remit the total work dues deducted plus their own work dues to the Secretary-Treasurer no later than the fifteenth day of the month following the month during which the services were performed. Any member is subject to charges and appropriate disciplinary action for failure to comply with this bylaw.

Section 4: These discounts are assigned to the following positions:

1. All current elected Board and Officers: 100% discount on annual membership dues. Elected Board and Officers are expected to attend a minimum of fifty percent (50%) attendance at regularly scheduled Executive Board meetings in a calendar year.
2. Local web master and any Local-appointed Union Stewards: 100% discount on annual membership dues

Section 5: All members wishing to be reimbursed for attending conventions or conferences on the Local's behalf must submit a written report containing information which can be shared with members, as in a newsletter article. All reimbursement requests must be accompanied by a receipt, within 90 days from completion of said convention, conference, or purchase of reimbursable item. Members travelling to represent Local 21 or any of its authorized member organizations will be reimbursed for daily expenses by per diem for each day of AFM business, based on GSA rates for the travel city, as itemized on the GSA website https://www.gsa.gov/travel/plan-book/per-diem-rates (or such a site's successor). Air travel must be via coach or economy class (unless the delegate wishes to pay the difference to upgrade), and must be reviewed and approved by the Local Secretary/Treasurer no less than three (3) weeks in advance, barring extenuating circumstances.

Section 6: All musicians wishing to pay an Agency Fee instead of becoming or remaining a Local member must do so in writing no later than November 1 of each year. Agency Fee payers must pay the Agency Fee no later than January 31 of each year. The Local shall adopt the Federation Agency Fee rate as detailed in the annual notice in the "International Musician". Agency Fees shall be recorded and accounted for separately from all other Local dues income.

ARTICLE 7: WAGE LIST

Section 1: The minimum wage scales for engagements in the jurisdiction of the Local shall be approved by the membership from time to time at regular or special membership meetings.

Section 2: The Secretary-Treasurer shall maintain and make available to all members a current list of all established wage scales.

Section 3: The Executive Board shall have the authority to establish a wage scale for any type of engagement for which a wage scale has not been previously approved by the membership, subject to approval at the next regular membership meeting.

Section 4: No member shall perform or agree to perform an engagement for less than the applicable minimum wage scale established for such an engagement. Pay rates and terms in any Collective Bargaining Agreement negotiated within Local 21 jurisdiction which are less than Local scale must be approved in advance by the Executive Board.

Section 5: Negotiated master agreements are subject to the approval of those members employed under said agreement.

ARTICLE 8: DUTIES OF MEMBERS

Section 1: It shall be a violation of these Bylaws for any member:

A. to act in any way detrimental to the interest, standards or objects of the Local. To act in bad faith or deal unfairly with the Local or any of its members.
B. to perform or agree to perform an engagement for less than the minimum compensation established for such engagement by the Local or the AFM.
C. to render services for organizations, establishments or individuals, of the International Defaulter list or the International Unfair List.
D. to work as an employee for an employer against whom the Local or the AFM is engaging in a lawful, primary strike or cross through or work behind a lawful, primary picket line established by the Local or the AFM.
E. to fail to fulfill any commitment, written or verbal to another member regarding an engagement, or to fail to comply with the industry standard of at least two weeks written notice between leader/contractor and sideman to terminate a steady engagement.

Section 2: The following shall be duties of all members:

A. Each Local leader or Local individual member performing alone shall file with the local the standard AFM contract prior to the engagement; which will reflect his/her home address, the date, place and hours of the engagement, and the number of musicians who will perform same, and their names and social security numbers, if known at the time the statement is prepared. If the names of the musicians are unknown at the time the statement is prepared, the Local leader must file a supplementary statement with the Local within five days after the engagement is performed naming the musicians who performed same.
   (a1.) A contractor is any member who engages local members to perform for him/her self or a third party.
   (a2.) A leader is any member/musician who performs alone or performs as player/director/performer along with other members.
B. A Local leader or contractor cannot employ for a Local or any other engagement, any member from another Local until he/she has at first fairly considered all possibilities of hiring qualified musicians from this Local. The Local may require Local membership of musicians who have been hired consistently, or may be hired consistently in the future, in order to be qualified for hire by Local leaders. Local leaders may not hire musicians who fail to join Local 21 as part of this policy. Failure to follow this procedure will result in a penalty as determined by the Executive Board.
C. Members contracting for single engagements shall pay all moneys due to performing members for service within eight days of the engagement.
D. Every member shall notify the Secretary-Treasurer of change of address within fifteen days.

ARTICLE 9: CLAIMS; RULES OF PRACTICE AND PROCEDURE

Section 1: Unless a Collective Bargaining Agreement is in effect which would prevent him/her from doing so, a member of this Local may file a claim with the Secretary-Treasurer vs. a) any other member of this Local for any amount of money he/she alleges due to him/her relating to a musical engagement or: b) any non-member employer or purchaser for any amount of money which he/she alleges due to him/her relating to a musical engagement in the jurisdiction of this Local, if such non-member employer or purchaser has agree to submit such a claim to arbitration by the Local Executive Board.

Section 2: A claim must be filed in writing with the Secretary-Treasurer within one year of the occurrence from which the claim arose.

Section 3: The Executive Board shall at its earliest opportunity, after written notice to the parties, allowing at least twenty days for them to prepare their cases, sit as a Board of Arbitration and conduct a full and fair hearing and render its decision.

Section 4: All communications concerning claims shall be sent by the Secretary-Treasurer to the parties by certified mail, return receipt requested.

Section 5: Any member failing to comply with the decision of the Board on a claim shall be subject to fines or expulsion by the Board.

Section 6: If a non-member employer or purchaser fails to comply with the decision of the Board on a claim, the Local may request the President of the AFM to place such party on the International Defaulter's List.

Section 7: The decision of the Board in claims shall be final and binding upon the parties unless appealed to the International Executive Board as provided in the AFM. Bylaws and/or the Rules of Practice and Procedure of such International Executive Board.

Section 8: All referral calls received by the Local will be referred to the Local web site. Members may add "genre information" (for example: Classical, Jazz, Dixieland, etc.) to their web site listings in order to better communicate their area(s) of expertise to web site visitors.

ARTICLE 10: CHARGES AND TRIALS

Section 1: The President and two other members of the Executive Board shall be appointed to hear complaints. It shall be known as the trial board. The trial board shall hear and decide~~d~~ all charges against members. It shall impose all fines and disciplinary actions. Members shall have the right of appeal to the full board in all cases.

Section 2: No member shall be put on trial for any alleged offense unless charges have been proffered in writing to the Secretary-Treasurer.

Section 3: Charges must be proffered within one year of the date of the occurrence from which such charges arose.

Section 4: Notice of charges shall be given in writing to the charged member by the Secretary-Treasurer; the notice shall contain the following:

1. The nature of the offense
2. The provision(s) of the Bylaws at issue
3. The date, time and place of the alleged occurrence.
4. Sufficient facts to provide the charged member with information to prepare his/her defense.
5. The date, time and place of the hearing.

Section 5: A member shall be given at least twenty days from the mailing of the notice of charges to prepare his/her defense for the hearing on such charges.

Section 6: Any member shall be accorded a full and fair hearing before the Executive Board before any disciplinary action is taken.

Section 7: All communication concerning charges and disciplinary action therefrom shall be sent by the Secretary-Treasurer to the charged party by certified mail, return receipt requested.

Section 8: Any member found guilty of charges shall be advised, in writing, by the Secretary-Treasurer of his/her right to appeal the decision of the Executive Board to the International Executive Board.

ARTICLE 11: AMENDMENTS

Section 1: Any member of the Local in good standing may present in writing a resolution to amend the Bylaws.

Section 2: Upon receipt of a resolution to amend the Bylaws, the Secretary-Treasurer shall present the resolution to the next regular or special meeting of the Executive Board, which shall consider the merits of the resolution and make a recommendation of same. The Secretary-Treasurer shall then notify all Local members of the pending final approval vote(s) to take place at the next Local meeting, via the Local newsletter. The notice shall contain the resolution(s), the recommendation of the Executive Board, and the date, time and place of the meeting.

Section. 3: A resolution to amend the Bylaws requires a two-thirds majority vote of those members present for approval.

Section 4: A resolution approved shall become effective immediately unless provided otherwise in the resolution.

ARTICLE 12: REMOVAL OF OFFICERS

Section 1: An officer of the Local may be charged by a two-thirds majority of the Executive Board, or by a petition signed by ten percent of the full members in good standing of the Local. If by petition, the petition shall be presented to the Secretary-Treasurer unless the Secretary-Treasurer is the charged party, in which case the petition shall be presented to the President.

Section 2: Charges vs. an officer must allege serious misconduct in office, or repeated failure to perform substantive duties of his/her office as prescribed in the Bylaws of the Local. The charges must be specific as to the alleged act(s) of serious misconduct and/or duties he/she is alleged to have failed to perform.

Section 3: The charged officer shall be forwarded the specific charges in writing by the Secretary-Treasurer or President, as the case may be, within ten days of the Executive Board's action, or filing of the petition.

Section 4: The President, or the Secretary-Treasurer if the President is the charged party, shall call a special membership meeting to elect a five member trial board, which shall select its chairman, to conduct a hearing upon the charges. None of the trial board members shall be officers of the Local, but all must be members in good standing. Notice of this special membership meeting shall be mailed to all members in good standing at least fifteen days prior to the meeting and shall contain the date, time and place of the meeting, plus the purpose of the meeting as stated above and the specific allegation(s) against the officer.

Section 5: The trial board shall call and conduct a full and fair hearing of the charges at the earliest feasible date no sooner than fifteen days after its election. Immediately following the hearing the trial body shall render its decision as to the guilt or innocence of the accused and advise the Secretary-Treasurer or President as the case may be of such decision.

Section 6: If the trial board has found the accused officer guilty, the President, or Secretary-Treasurer if the President is the charged party, shall promptly call a special membership meeting to review the decision of the trial board and vote by secret ballot to sustain or deny such decision. Notice of this special membership meeting shall be mailed to all members in good standing at least fifteen days prior to the meeting and shall contain the date, time and place of the meeting, plus the purpose of the meeting as stated above.

Section 7: If two-thirds of the members voting at the meeting vote to sustain the guilty finding of the trial board the officer shall stand removed from office and the vacancy shall be filled as provided elsewhere in these Bylaws.

ARTICLE 13: AUTHORITIES

Section 1: These Bylaws are subject and subordinate to the Bylaws and amendments thereto of the American Federation of Musicians, and wherever conflict or discrepancy appears between the Bylaws of this Local and the Bylaws and amendments thereto of the American Federation of Musicians, the latter shall prevail.

Section 2: These Bylaws shall not be enforced in any manner in conflict with public law.

Section 3: If an Article, Section, Sub-section or portion thereof, of these Bylaws should be held to be illegal, invalid, or null and void by a court of competent jurisdiction, each and every other provision of these Bylaws shall remain in full force and effect.

Section 4: The parliamentary authority for this Local shall be Robert's Rules of Order.