Constitution and By-laws
Local 94, American Federation of Musicians

Article I--Name
This Local shall be known by the title of the American Federation of Musicians of the United States and Canada, Local 94, Tulsa, Oklahoma.

Article II--Object
The object of this Local shall be to unite the professional musicians of Eastern Oklahoma and Western and Central Arkansas, for the protection of their interests in general, the advancement of the art of music, the enforcement of good faith and fair dealings between the individual members, and also between the members and those employing them, and regulate the compensation for their services.

Article III--Officers
Only members who are citizens of the United States, of legal age and in good standing for two (2) years immediately preceding nominations shall be eligible for nomination or election to office. The elective officers of the Local shall consist of a President, Vice-President, Secretary/Treasurer, and four members of the Board-at-large. The above officers are to act in the capacity of an Executive Board. Said officers to hold office for a term of two (2) years from the first meeting January of each year, or until their successors are duly elected and installed.

Article IV--Membership
All performers, including instrumentalists, vocalists, copyists, and arrangers, who are sixteen (16) years of age or older and render musical services for pay, are classified as professional musicians. They are eligible for membership, subject to the laws and jurisdiction of the American Federation of Musicians.

Article V--Funds
The funds of the Local shall be raised by initiation fees, dues, fines, work dues, assessments and by such other means as the Local, from time to time, shall determine.

Preamble & By-Laws

Any part of these By-Laws found to be in conflict with the Constitution or laws of the United States, the Constitution or laws of the State of Oklahoma or the Constitution or By-Laws of the American Federation of Musicians shall be null and void. Federation By-Laws shall apply whenever applicable in instances wherein Local 94 By-Laws do not exist.

ALL NOTICES APPEARING IN BULLETINS OF LOCAL 94 WHICH ARE MAILED OR ELECTRONICALLY TRANSMITTED TO MEMBERS AT THEIR LAST KNOWN ADDRESS BY THE LOCAL OR ITS OFFICERS SHALL BE CONSIDERED AN OFFICIAL NOTICE.

Article I--Duties of Officers

Section 1. President It shall be the duty of the President to preside over all meetings of the local and of the Executive Board; to sign all warrants properly drawn on the Local, to appoint all committees unless otherwise ordered; to act ex officio on all committees and cast a deciding vote in case of a tie. The President shall be bonded as provided in Article 3, Section 8(o) of the Federation By-Laws.

Section 2. Vice-President It shall be the duty of the Vice-President to assume the duties of the President in his/her absence. The Vice-President shall be bonded as provided in Article 3, Section 8(o)of the Federation By-Laws.

Section 3. Secretary/Treasurer It shall be the duty of the Secretary/Treasurer to keep a faithful record of all meetings, to attend to all correspondence and clerical work of the Local and the Executive Board. It shall further be part of the Secretary/Treasurer's duty to collect all dues, fees, fines, work dues and assessments, properly furnishing receipt thereof; to keep an accurate account of all business transacted; to keep an accurate account of all money received and paid out and pay all orders properly drawn on the Local and signed by the President and Secretary/Treasurer. The Secretary/Treasurer shall prepare a detailed report and immediately transfer all books, papers, and other property belonging to the Local to his/her successor. The Secretary/Treasurer shall be bonded as provided in Article 3, Section 8(o) of the Federation By-Laws.

Section 4. Executive Board It shall be the duty of the Executive Board to act in all emergencies of any nature whatsoever in which the Local or any of its members are concerned; to preserve the interests of the Local; to investigate all charges against a member or member; to call for papers or witnesses; to cause due notice to be extended to all members violating these By-Laws and Constitution; to have supervision over all properties belonging to the Local; to thoroughly investigate the books of the Secretary/Treasurer annually, and to report the condition of the local business affairs and finances as found by their investigation. It shall be the duty of Executive Board to safeguard all moneys belonging to the Local by investing such moneys in institutions protected by the United States Government. It shall be the duty of the Executive Board to meet not less than one time during each calendar month to transact such business as may come before it. Such meeting of the Executive Board may be conducted in person and/or by means of electronic audio/video technology in the discretion of the Executive Board. All decisions shall be binding upon the Local until disapproved by the Local at regular or special meetings.

Article II--Resignation or Removal from Office

Section 1. Any officer shall be removed from his/her office for conduct unbecoming the officer's position; for inattention to the duties of the officer's duties or who shall absent himself/herself from three consecutive meeting of the Local or the Executive Board without due cause. This office shall be declared vacant by the President, and the Executive Board shall appoint a successor until the vacant office is filled by election.

Section 2. Any officer may be impeached for due cause, or for neglect of duty. The Executive Board will prefer charges and hold a hearing and refer the results to the membership. On conviction, he/she shall be dismissed from office or suffer such other penalty as the Local may judge proper; in either case, a two-thirds vote by the Executive Board will be necessary for conviction.

Section 3. Any officer shall have the privilege of resigning at any time upon having his or her resignation read in open meeting of the Local, providing no charges exist against that officer.

Section 4. Charges against officers will be submitted to the Secretary/Treasurer in writing and referred to the Executive Board.

Section 5. Vacancies caused by death, resignation, forfeiture of membership, or other causes, shall be filled by election at the first regular meeting of the Local, after such vacancy has occurred. A vacancy caused by resignation may be filled at the same regular meeting of the Local in which the resignation is accepted. Notwithstanding the foregoing, any vacancy in an office serving as a delegate to the Convention of the American Federation of Musicians of the United States and Canada shall only be filled in accordance with the requirements of the federal Labor-Management Reporting and Disclosure Act of 1959.

Article III--Regular and Special Meetings

Section 1. Regular meetings of the Local shall be held on the first Tuesday of the months of January, March, May, September, and November at 7:30 PM. The meeting shall be called to order and the roll call of officers called within fifteen of the appointed time. In the absence of the President and Vice-President, the Secretary/Treasurer shall call the meeting to order and appoint a Chairperson to preside. The Secretary/Treasurer shall keep a record of all attending members.

Section 2. A special meeting of the Local may be called by the President or at the request of twenty (20) members in good standing. No business will be transacted at such meeting other than that specified in the call. Members signing a request for a special meeting and failing to report at the appropriate time shall be considered in violation of the By-Laws and fined ten dollars ($10) unless legally excused.

Section 3. Regular and Special meetings of the Local may be held in person or by electronic audio-video technology. Not less than seven (7) days in advance of any regular meeting, the Executive Board shall determine whether to hold that meeting by electronic means. The Secretary/Treasurer shall issue notice of the decision of the Executive Board to the membership of the Local the following business day.

Section 4. At a regular or special meeting of the Local, eight (8) members (including officer) shall constitute a quorum.

Section 5. All rules of order shall be in accordance with Robert's Rules of Order.

Article IV--Charges, Trials, Appeals

Section 1. No member of the local shall be put on trial for any offense alleged to have been committed by him/her until charges have been prepared as hereinafter stated.

Section 2. Charges may be brought against any member or members of the Local by a member in good standing or by the Secretary/Treasurer.

Section 3. Charges shall be in writing and signed by the parties bringing said charges. These charges shall show with reasonable certainty (a) the nature of the offense charged, (b) the time and place of the alleged occurrence, and (c) such further recital of facts as may be sufficient to enable the accused to know the specific charges against him/her in order to prepare a proper defense.

Section 4. All charges are to be submitted in writing to the Secretary/Treasurer and presented to the Executive Board.

Section 5. The Secretary/Treasurer shall serve a true and correct copy of the charges on the member(s) being charged not less than thirty (30) days in advance of any trial date for those charges.

Section 6. The Executive Board shall serve as the Trial Board. Any member of the Executive Board shall be disqualified from hearing the trial if that member is named as an accused person in the charge, is related to any accused person by blood or marriage, or can be reasonably expected to be a witness in the trial. Any member of the Executive Board so disqualified shall be replaced on the Trial Board/Executive Board by a designee of the President, or if the President is a charged party or is otherwise disqualified, by a designee of the Vice-President, during the hearing and the disposal of the charges.

Section 7. The member(s) charged shall have the right to attend the presentation of the charge(s) to the Trial Board, shall have the right to cross-examine any witness providing testimony and any documents submitted to the Trial Board, and shall have the right to

present evidence bearing on the charge(s) to the Trial Board.

Section 8. Following completion of the presentation of evidence, the Trial Board shall hear arguments from the charging party and the charged member(s) and following such arguments, shall enter executive session to consider the charges. It shall be the duty of the Trial Board/Executive Board to judge as to the guilt or innocence of such member or members according to the charges brought before the Executive Board. Punishment of guilty persons shall be determined by the Trial Board/Executive Board.

Section 9. After the Trial Board reaches its decision, the Secretary/Treasurer shall inform the charging party and the charged member(s) of the decision in writing within five (5) days after the decision was rendered.

Section 10. The appeal process for any member desiring to appeal any decision of the Trial Board/Executive Board shall be as set forth in Article 12 of the A.F. of M. By-Laws.

Article V--Dues, Life Members and Work Dues

Section 1. The annual dues of the Local for members of Local 94 shall be as set forth in Exhibit "A" to these Bylaws. At least one-half (1/2) of said dues shall be payable in advance on or before the last day of December each year. Members making split payments will receive a receipt for the first increment that will serve as an interim membership card until the final payment is received, which shall be no later than March 31, at which time a permanent paid-up card will be issued. Members who elect to pay their dues in full on or before the first of the years will be eligible for a five percent (5%) discount in the amount set forth in Exhibit "A." All members must have their paid-up card for next years to play any engagement on December 31st that ends after 12 o'clock midnight, standard local time.

Section 2. Any member failing to pay his/her dues in accordance with Article V, Section 1, above shall be considered not in good standing..

Section 3. Any member who fails to pay his/her dues during the month of January shall be fined two dollars ($2) at the end of the month, and $2 each succeeding month thereafter, and if the dues and fines remain unpaid for the term of three (3) calendar months, he/she will be suspended.

Section 4. Reinstatement

[A] A member suspended for nonpayment of dues can be reinstated during the calendar year he/she was suspended or expelled by paying a reinstatement fee of twenty-five dollars ($25) plus all back dues, fines, and assessments.

[B] A former member, suspended for a non-payment of yearly dues, fines and assessments, can be reinstated by paying back for the previous year, the current yearly dues, a twenty-five dollars ($25) reinstatement fee and a six dollar ($6) fine, provided that any member expelled for non-payment of annual dues shall be permitted to join as a new member four years after the date of the expulsion without payment of any outstanding annual dues or related fines.

Section 5. Any member who is delinquent in his/her dues for more than six months will be expelled and dropped from the membership roll.

Section 6. A former member, who resigned in good standing, can be reinstated by paying a reinstatement fee of twenty-five dollars ($25), plus any required Federation Initiation or reinstatement Fee, and his/her current annual dues. A former suspended member desiring to place himself/herself in good standing for the purpose of resigning may do so as provided in Article 9 Section 29(a) and (b) of the AFM By-Laws.

Section 7. Members who have had continuous membership in good standing in Local 94 for a period of thirty-five (35) years and have reached sixty-five (65) years of age will automatically become life members. They shall pay that portion of annual dues known as Federation per capita dues currently in effect. Life members shall have the option to select inactive life membership status. They shall pay that portion of the annual dues known as Per Capita dues for inactive life members currently in effect. Members opting for inactive life member status shall have all the rights and privileges of active members except that they shall not be allowed to vote or hold office and shall be limited to 20 playing engagements per year.

Section 8. Work Dues.

[A] All members of Local 94 must have signed written authorization to have their work dues deducted by the employer, whoever he/she may be. A contract must be on file in the Secretary/Treasurer's office of Local 94 before such member or transfer member may receive wages for any musical engagement or service performed in the jurisdiction of Local 94. The applicable percentage of work dues as set forth in Exhibit “A” shall be computed on the established wage scale for all musical services, rehearsals and overtime. Such dues authorization shall be in the form and wording as follows:

AMERICAN FEDERATION OF MUSICIANS
Local 94
Tulsa, Oklahoma
WORK DUES AUTHORIZATION

I hereby authorize my employer, whoever he/she may be, to deduct from my wages and pay to the above named A.F. of M. Local, the percentage of work dues

applicable for each engagement, in accordance with Article 5, Section 8 of the By-Laws and based on earnings established by said Local. This authorization and assignment shall be irrevocable for a term of one (1) year from the date hereof and shall automatically renew itself for successive annual periods unless I give written notice of revocation to said Local at least sixty (60) days before the periodic renewal date of this authorization

_____ _____

Signature. Address

_____

Date. **City, State, and Zip Code**

[B] Work dues deducted from Members' wages shall be due and payable not later than the tenth (10th) day of the month immediately following the date of the engagement. The work dues provided for above must be paid on each and every engagement played and collected for during the preceding month. The willful failure of the contractor/member, or leader/member, to comply with this Article and Section shall subject the contractor/member, or leader/member, to a fine of twenty dollars ($20) for each occurrence. Any contractor/member or leader/member, failing to pay all such work dues and assessments for a period of six (6) months, will be suspended from membership in this Local.

[C] Work dues not withheld from Members' wages shall be payable by the Member incurring such work dues not later than the tenth (10th) day of the month immediately following the date of the engagement.

Section 9. Musicians 20 years of age or younger may join Local 94, A.F. of M. as a Youth Member with the recommendation of a Local 94 member in good standing. Such members shall remain in the status of Youth Members until their twenty-first (21st) birthday at which time they shall be eligible for Regular Membership. To join the Local as a Youth Member, the musician shall pay the applicable membership dues only. Youth Members will not be assessed either Local or Federation initiation fees and shall have all of the rights and obligations of Regular Members and shall be subject to all Federation and Local rules, regulations, and By-Laws.

Article VI--Duties and Rights of Members

Section 1. Any member of the Federation who is employed by the same employer who hires a person or persons for competitive engagements, who are not members in good standing of the Federation or any of its locals, cannot perform on said engagement unless it is with the consent of the Federation, or in cases wherein the laws of the Federation provide otherwise. Engagements are considered competitive if musicians receive pay for their services, or if the employer, in the absence of free services of musicians, would be

obligated to pay the musicians for said engagement. Any member who violates the provisions of the Section will be subject to a fine of not more than $500.00 and/or expulsion from the Federation.

Section 2. It shall be the duty of every member to report immediately to the Secretary/Treasurer or the Executive Board any and all violations of the Constitution and by-Laws of the Local 94, AF of M. Failure to do so shall be deemed a misdemeanor and punishable by the Executive Board.

Section 3. All members must furnish the Secretary/Treasurer with their complete telephone number, address and the instruments on which they perform.

Section 4. A Contractor/member or leader/member who knowingly employs members not in good standing or non-members without the consent of the Local shall be subject to a fine of not less than twenty dollars ($20.00) nor more than $100.00 for each offense.

Section 5. Timely payment

[A] Contractor/members or leader/members shall pay all members who work for them within two (2) weeks unless they are unable to collect for an engagement. When this occurs, they shall notify the Secretary/Treasurer of their inability to make collections. The contractor/member or leader/member will have two (2) weeks to file a claim with the Executive Board of Local 94. Failure to do so will make the contractor/member or leader/member liable (1) for a fine (2) to the members involved for the individual amount due them, and (3) immediate suspension from membership until all claims have been resolved. Failure of the contractor/member or leader/member to file the claim shall not absolve the defaulting employer.

[B] Members failing to receive salary for an engagement within two (2) weeks after the engagement MUST present their claims to the Executive Board for collection.

[C] Members working on a weekly engagement basis who fail to receive salary in full for the week ended shall not be permitted to continue working on said basis until they have been paid in full, except by permission of the Executive Board.

[D] Any Contractor/member or leader/member who appropriates money for his or her own use and does not report promptly to the Secretary/Treasurer within the time membership until all claims have been resolved.

Section 6. Any member of the AF of M, Local 94, accepting an engagement and working without a current card of the above Local, shall be fined ten dollars ($10) for each offense.

Section 7. Intermissions

[A] On all three-hour casual engagement, the requirement will be one (1) intermission of not less than twenty (20) minutes.

[B] On all four-hour casual engagements, the requirement will be one (1) intermission of not less than thirty (30) minutes or two (2) intermissions of not less than fifteen (15) minutes each

[C] Members required to forego intermission on casual engagements of more than two (2) hours shall be paid 50% more than they would normally receive for the type of engagement being performed.

Section 8. Breach of contract.

[A] Any member who accepts an engagement and then willfully, maliciously, or carelessly, fails to fulfill that engagement, shall be subject to a fine at the discretion of the Executive Board; also any member who sends a substitute without the consent of the engaging parties, except in case of an emergency, is subject to the same penalty at the discretion of said Board. Accepting other work does not qualify as an emergency.

[B] Contractor/members, leader/members, or members who have accepted an engagement cannot disengage themselves except by mutual consent of all contracting parties or in the event that the engagement is definitely canceled. If, for any reason, an engagement is postponed, the members engaged originally shall have the preference of filling the postponed engagement, whenever it occurs.

[C] On all engagements there shall be a contractor or leader in complete charge and in full authority who will be responsible for the conduct, appearance, and performance of members. When a member contracting an engagement does not act as leader, the member acting as leader shall receive not less than leader's scale for the engagement.

Section 9. It shall be the duty of every member to support the officers of the Local in the proper discharge of their duties.

Section 10. The Executive Board may, upon application, allow contractor/members or leader/members of bands and orchestras to permit students to practice with their organization at rehearsals, provided said students do not occupy the place of regular musicians or interfere in any way with the interest of members of the Local and no bona fide complaint is filed and sustained by the Executive Board.

Section 12. Any contractor/member or leader/member failing to pay applicable work

dues, accepting a bribe or rebate, or refusing to follow the Constitution and By-Laws, or Price List, etc., shall be tried before the Trial Board/Executive Board, and if found guilty, will be expelled or fined not less than twenty dollars ($20.00) nor more than one hundred ($100.00).

Section 13. The contractor/member or leader/member is the only person who may engage or disengage a member. It is up to the contractor/member or leader/member to say who shall or shall not perform and no member shall be discharged without just cause. It shall be the responsibility of the Executive Board to rule on what constitutes "just cause."

Section 14. The penalty for violation of any section of the Price List shall be a fine with the amount to be set by the Executive Board of Local 94. In no case shall the fine be less than twenty dollars ($20.00).

Section 15. A member chosen by the leader who agrees to provide automobile transportation, shall be paid for trips farther than 30 miles one way to the engagement at the rate of $.30 per mile. For any engagement which requires a musician to remain at the site overnight, lodging will be furnished at no cost to the musicians.

Section 16. Any member acting in a disorderly manner at any meeting, or in the headquarters, or who willfully damages any property of the Local, shall be punished at the discretion of the Executive Board.

Section 17. No member shall furnish any information, give out any statements, or divulge the proceedings of the Local, the Executive Board, or any committee thereof, which would be detrimental to the Local or any member thereof. If any member behaves in a manner inconsistent with or in violation of any of the above, the penalty shall be not less than ten dollars ($10.00) nor more than fifty dollars ($50.00).

Section 17. Filing of Contracts

[A] Written contracts in triplicate (one each for purchaser, contractor and Local 94) must be made on official A.F. of M. contract blanks for all single and steady engagements. The original contract, to be in force, must be approved by the Secretary/Treasurer's office prior to an engagement. Failure to comply with this rule will subject the contractor/member or leader/member to a fine of not less than twenty dollars ($20.00). A contractor/member or leader/member will be relieved on this requirement if the engagement is booked on the same day of the performance, and the contractor/member or leader/member is unable to get in touch with one (1) of the seven (7) Local Executive Board Officers. Such contracts entered into must be followed by valid written contract to be filed in the Secretary/Treasurer's office within seventy-two (72) hours after the engagement.

[B] A contractor's fee of fifteen per cent (15%) of scale must be charged on all

engagements.

[C] Before performing an engagement, a member/leader or member/contractor shall report the engagement to the local in whose jurisdiction the engagement takes place.

[D] No performance may commence for a promoter or a new owner assuming operation of an establishment, or in a newly opened establishment, without a Form L-2 contract which has been signed by both parties.

[E] Notwithstanding other provisions of these bylaws, members may pay the amount of forty dollars ($50) during the month of January in lieu of payment of work dues on casual engagements during the calendar year in which such payment is made. This provision shall not apply to steady engagements, engagements covered by a collective bargaining agreement, or any engagements for which Federation work dues are applicable. For the purpose of this provision, a steady engagement is on in which a majority of the musicians are employed on a continuing basis and who have an expectation of future employment for an indefinite period of time.

Section 24. The third performance on the same day shall be charged for at the rate of double time scale for the engagement. (This applies to ice shows, water shows, skate shows, horse shows, indoor circus, rodeos, operas, ballets, amateur shows, and road attractions or similar show engagements.)

Section 25. The holiday scale shall apply to Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Scale is double time on all miscellaneous engagements. (Note: When Christmas Eve or New Year's Eve fall on Sunday, the holiday scale shall apply on the preceding Saturday.)

Section 26. Contractor/members or leader/members will not ask the members of any ensemble, who are already employed for an engagement, to vote on changing any portion of the approved contract without the prior consent of the Executive Board of Local 94. If a ballot is approved, the voting will be conducted by the Secretary/Treasurer of the Local. Any changes in the terms of a contract can be made by the Executive Board if such changes are made at least three weeks (21 days) prior to the first service of the engagement. All musicians employed for the engagement must be notified of these changes by mail or telephone at least two weeks (14 days) prior to the first service of the engagement.

Article VIII--Standing Resolutions

No. 1. Time cannot be taken from one engagement and added to another engagement.

No. 3. The standard day of this Local shall be from 6 a.m. to 5:59 a.m. Any engagement starting between midnight and 6 a.m. shall be at time and one-half rate.

No. 4. Any vacancy on a weekly engagement which is caused by a regularly employed member who is absent, must be filled by a substitute; said substitute will receive pro-rata of the weekly scale covering the engagement in question, unless otherwise specified.

No. 5. Except for any employer covered by a collective bargaining agreement or for services covered by a national agreement, a request for voluntary or gratis service of any member or members or for special prices for any benefit at any time or place, must be made in writing by the party or parties for whose benefit such gratis service or special prices are intended, or the committee or organization have charge of same. For any employer covered by a collective bargaining agreement, such request shall be made to the orchestra committee which shall (1) submit the question to a secret ballot vote of the union members who would perform the service or services in question, (2) approve the request only if the musicians voting approve the request by a simple majority of votes cast, and (3) notify the Local 94 Secretary/Treasurer of the actions taken by the orchestra committee. In such cases, any dispute regarding the manner in which the vote was conducted shall be presented to and decided by the Local 94 Executive Board, which shall investigate any claimed irregularities. Following its investigation the Executive Board shall either affirm the orchestra committee's decision or order a new vote to take place.

No. 6. All additions, deletions, changes, alterations, or revisions in the Constitution, By-Laws or Price List of Local 94 shall be submitted in writing at a regular meeting. The proposed amendment shall be read at two consecutive regular meetings and action shall be taken after the second reading. Whenever a resolution is introduced at a regular meeting of Local 94, the entire membership shall be notified of the pending action in the 94 official bulletin. A simple majority vote of members in attendance is required for passage.

No. 7. All applications for membership in Local 94 must be made on AFM application blanks and must be accompanied by the applicable local and international initiation fees set forth in Exhibit "A." If said application is rejected, the initiation fees shall be refunded to the applicant.

No. 8. Local 94 requires all contractor/members and leader/members furnishing music for any season, weekly or single engagements, to file contracts with the Secretary/Treasurer prior to the engagement. Any contractor/member or leader/member violating all or any part of the above shall be subject to a fine of not less than twenty dollars ($20) nor more than $100.

No. 9. All members of Local 94, A.F. of M. who are in good standing shall be eligible to

participate in the democratic process of the local, including voting and running for local office. When a vote is conducted by mail ballot, all ballots will be opened by the local on said day of election and the votes indicated thereon be counted. The Secretary/Treasurer of the Local shall mail ballots for said election no later than fifteen days before election day.

No. 10. Election of Local Officers

[A] Nominations for local office shall take place at the regular meeting of the Local in November in even-numbered years. Members nominated must be present or furnish a written statement that they will accept nomination and serve if elected. The election shall be held on the same day as the regular meeting in December in even numbered years and the officers so elected shall be installed at the regular meeting in January next following the election. The elected President, Vice-President and the Secretary/Treasurer, by virtue of their office, shall be delegates to all conventions. A minimum of three (3) alternates will be elected.

[B] Officers of the Local shall receive compensation in amounts which will be determined by the Local.

[C] Delegates shall receive their pre-Convention expenses plus round trip transportation when attending the AFM Convention. When attending the meeting of Southern Conference or the Oklahoma State AFL-CIO Convention, they shall receive their expenses plus round trip transportation.

No. 11. Members are required to give or accept two (2) weeks' notice on all miscellaneous or steady engagements unless otherwise provided.

No. 12. Any member of Local 94 who issues a check to the Local for payments due, which check is not honored at the bank or other financial institution for any legitimate reason, shall automatically be fined fifteen dollars ($15.00) for each offense, and shall be suspended until the Local has been fully satisfied and reimbursed.

No. 13. The Executive Board of Local 94 is granted full power to suspend any rule of the Local when in their judgment, it is necessary in order to allow members to combat unfair competition.

No. 14. Any member employed by a concern that employs musicians and music is a necessity to said concern's existence, and whose employment includes the rendering of services other than those of a musician, that member shall not be permitted to contract any member for said concern.

No. 15. A contractor/member or leader/member of Local 94 cannot alter the decision or ruling of the President, Secretary/Treasurer, or the Executive Board of the Local,

regardless of the circumstances involved.

No. 16. Members of the AFM in the jurisdiction of Local 94, employed on any musical engagement as a musician, shall not be permitted to perform any duties other than that of a musician without the permission of the Executive Board of Local 94.

No. 17. The Executive Board of Local 94 is hereby authorized and fully empowered to act upon, dispose of, and settle any and all matters before this Local which for any reason were not acted upon, disposed of, or settled at the time the regular meeting adjourned.

No. 18. The Executive Board of Local 94 is hereby authorized and fully empowered to review all laws and amendments and changes to laws passed by the Local, and to correlate and correct any errors or inconsistencies that may exist.

No. 19. The Executive Board of Local 94 shall have full power and authority to act in every matter concerning all members and the affairs of the Local.

No. 20. The Executive Board of Local 94 is hereby given full power and authority to promulgate, revise, change and/or adjust all prices for all local engagements in the jurisdiction of Local 94. This will be done in such manner and to such extent as, in the opinion of the Board, will be in the best interest of the Local and its members.

No. 21. A "charity donation plan" of two dollars and fifty cents ($2.50) per member, per performance or the equivalent, may be paid from the General Funds of Local 94 under the heading of "Charity Donation". Written requests for the "Charity Donation" must be made by the sponsoring organization and the Executive Board of Local 94 shall determine if the engagement qualifies for "charity" consideration.

No. 22. No member of Local 94 may perform musical services for compensation at less than the price list, or without compensation. Any exception to this rule must have the approval of the Executive Board of Local 94. Request for said exception must be applied for in writing by the sponsor/employer of the event.

No. 23. A member/leader or contractor/leader shall include the following provision in the contract for an engagement where inclement weather would be a factor in the successful completion of the engagement: "The purchaser shall provide a tent or an alternate site in case of inclement weather." If an event is canceled due to inclement weather conditions later than 90 minutes before the scheduled start of the engagement, the musicians shall be paid in full. If the event is canceled due to inclement weather 90 minutes or more before the engagement is scheduled to begin, the event shall be rescheduled to a rain date agreed upon in advance without additional compensation to the musicians involved.

No. 24. Unless otherwise provided by a collective bargaining agreement or applicable AFM contract or national scale, intermissions for any rehearsal or performance shall take

place as follows:

a. For any rehearsal of two (2) hours or less that is not a dress rehearsal, a ten (10) minute intermission shall take place not later than sixty (60) minutes after the beginning of the rehearsal.

b. For any rehearsal of two and one-half (2½) hours that is not a dress rehearsal, a fifteen (15) minute intermission shall take place not later than ninety (90) minutes after the beginning of the rehearsal.

c. For any rehearsal of three (3) hours that is not a dress rehearsal, a twenty (20) minute intermission shall take place not later than ninety (90) minutes after the beginning of the rehearsal.

d. For any dress rehearsal, herein defined as the final rehearsal before a performance, and for any performance, intermissions shall take place as provided in subsections a., b., and c. above, provided that notwithstanding the above, intermissions may occur during natural breaks in the work or works being performed

Article IX--Dissolution

Section 1. A proposal to dissolve the Local and divide its assets must be with the permission and approval of the AFM International Executive Board pursuant to Article 4, Section 14, of the AFM Bylaws. The proposal must be made in writing and be approved by a two-thirds (2/3) supermajority of the membership in good standing of the local.

Section 2. When the dissolution of the Local shall be determined and approved, all records, funds, assets and properties of the local shall be turned over to the AFM International President of the International President's designee.

Article X--Obligations

Section 1. Oath of Officers:

I,_____do hereby pledge on my most sacred honor as a person, that I will faithfully discharge the duties of my Office as _____of this Local during the term for which I have been elected; that I will support the Constitution and By-Laws of the American Federation of Musicians and the Constitution, By-Laws, Rules and Regulations of Local 94 and that I will enforce the laws thereof to the best of my ability, without prejudice or partiality.

EXHIBIT A to LOCAL 94
CONSTITUTION AND BYLAWS
DUES AND INITIATION FEES

Annual Dues:

Classification	Amount	Half payment	Pre-payment discount
Regular member	$150.00	$75.00	$7.50
Life Member	$105.00	$52.50	$5.25
Inactive Life Member	$99.00	$49.50	$4.95

Work Dues (all calculated on applicable scale wages)

Electronic media services	5%
MPTF services	5%
All other services	3.5%

Initiation Fees.

Local Initiation Fee	$50.00
AFM Initiation Fee	$60.00