

BYLAWS

OF

LOCAL UNION 640

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

PHOENIX, ARIZONA

## ORDER OF BUSINESS

1. Opening.
2. Roll Call of Officers and Reading of Minutes.
3. Communications and Bills.
4. Reports of Executive Board and Officers.
5. Propositions for Membership.
6. Reports on Candidates.
7. Balloting or Voting on Candidates.
8. Obligations of Candidates.
9. Reports of Delegates and Committees.
10. Reports of Accidents, Sickness or Death of Members.
11. Roll Call of Members.
12. Unfinished Business.
13. New Business. (Under this heading comes matters relating to any election and installation of officers.)
14. Good of the Union.
15. Receipts and Expenses.
16. Closing.

NOTE: This sheet ORDER OF BUSINESS is not a part of the Local Union bylaws. It is attached to the bylaws to provide rules for the orderly conduct of Local Union meetings. Roll Call of Members is optional to the Local Union and may or may not be used as the Local Union decides.

# ARTICLE I

## Name – Jurisdiction – Objects

**Sec. 1.** This Organization shall be known as **Local Union 640** of the International Brotherhood of Electrical Workers, Phoenix, Arizona. Local 640 shall have jurisdiction over all Utility, Inside, Radio – Television Service, Sound and Public Address, Electrical Manufacturing, Government, Maintenance & Operation, and Maintenance work, as defined in Article XXVI, Section(s) 4, 5, and 8, of the IBEW Constitution, when performed in the State of Arizona as follows:

(a) **Inside** (including Warehouseman); **Radio-Television Service, Sound and Public Address and Teledata** work when performed in the following **Counties** and portions thereof in the **State of Arizona**:

<b>Coconino</b>	<b>Maricopa</b>	<b>Mohave</b>
<b>Navajo <u>2/</u></b>	<b>Pinal <u>1/</u></b>	<b>Yavapai</b>

1/ That part of Pinal County north and west of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Papago boundary line, then extending in a northeasterly direction Indian Reservation Road No. 15 to the Intersection with Highway FAS-267, extending north on Highway FAS-267 to the intersection with the Florence Canal to the intersection of the line “Second Guide Meridian East” thence north to the Pinal-Maricopa line.

2/ That part of Navajo County north and west of a boundary line beginning at a point where Clear Creek crosses the Coconino-Navajo County line, then extending in a northeasterly direction along Clear Creek and extending northeasterly to Cottonwood Wash, along Cottonwood Wash Reservation, then northeasterly to where it intersects the Navajo Indian boundary line to a point where it intersects the Navajo Indian Reservation boundary line to a point where it intersects the Navajo-Apache County Line.

(b) Utility work when performed by employees of the U. S. Department of Energy, or Water and Power Resources Services, Western Area Power Administration.

(c) Electrical Manufacturing work when performed in Maricopa County and by employees of Southwire, Cable Manufacturing Plant, Kingman, Arizona.

(d) Clerical work when performed by employees of:

COMPUSYS, Inc. of Arizona

(e) Electrical Maintenance and Operation work when performed by employees of the United States Bureau of Reclamation at the Parker and Davis Dams on the Colorado River in Arizona.

(f) Electrical Maintenance and Installation work when performed by employees of Phoenix Newspapers, Inc. in Maricopa County, Arizona.

(g) Government work when performed by employees of Chugach at the Gila River Radar Stations in Arizona.

However, the right of the International President to change this jurisdiction is recognized as provided for in the IBEW Constitution.

**Sec. 2.** The objects of this Local Union shall be to promote by all proper means the material and intellectual welfare of its members; to defend our Local against any Communistic ideas or infiltration; to establish and maintain an adequate wage for our labor; to defend our rights as legal voters and our interests as Electrical Workers by all lawful means, and to make our card and seal a certificate of fraternity, honesty, efficiency and reliability.

**Sec. 3.** Local Union 640 shall cover the A and BA type(s) of membership.

## ARTICLE II

### Meetings

**Sec. 1.** Regular meetings shall be held once a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

**Sec. 2.** Only the Business Manager or the Executive Board may call special meetings. The members shall be notified in writing (*by mail, leaflets, in the Union newspaper, or on accessible bulletin boards*) of any special meeting. No business shall be transacted at any special meeting except that for which it has been called.

**Sec. 3.** Apprentices shall have a voice and a vote at Local Union meetings and elections in accordance with Article XV of the IBEW Constitution.

**Sec. 4.** A regular meeting of all Local Union officers and Committee Chairmen shall be held at least twice each year or more often as the Local Union President may decide.

## ARTICLE III

### Officers – Elections – Duties

**Sec. 1.** The officers shall perform such duties as are stated in Article XVII of the IBEW Constitution. In addition, they shall perform such duties as are outlined in these bylaws, and such duties as may be assigned to them by the Local Union and which are not in conflict with the IBEW Constitution and these bylaws.

**Sec. 2.** Failure of officers to perform their duties, the suspension or removal of any officer and the filling of any vacancies, shall be dealt with as stated in Article XVI of the IBEW Constitution.

**Sec. 3.** All officers and representatives and all employees shall be bonded to the extent required by the International or any applicable Federal or State law whichever is greater. The bond shall be secured through the International and the premium shall be paid by the Local Union.

**Sec. 4. (a)** The officers shall be those provided for in Article XVI of the IBEW Constitution.

(b) The offices of **Business Manager** and **Financial Secretary** shall be combined.

(c) The office of Financial Secretary must be filled by a member holding membership in the Pension Benefit Fund as required by Article XVI of the IBEW Constitution.

**Sec. 5.** **The Executive Board** shall consist of FIVE (5) elected members.

**Sec. 6.** **The Examining Board** shall consist of FIVE (5) elected members.

**Sec. 7. (a)** Nominations for officers shall be held in **May 2008** and Election of Officers shall be held in **June 2008 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

(b) The Local Union shall comply with all reasonable requests of any bona fide candidate for Local Union Office to distribute his/her campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with the *IBEW Local Union Election Guide* and with applicable Department of Labor Regulations under the Labor-Management Reporting and Disclosure Act of 1959.

(c) No member shall be a candidate for more than one (1) office, except as provided in these bylaws and with the approval of the International President. If nominated for more than one office, the member must immediately declare for which office he/she will be a candidate. This provision shall not apply to offices that have been combined with the approval of the International President.

(d) Every candidate shall have the right, once within thirty (30) days prior to the mailing of the ballots, to inspect a list containing the names and last-known addresses of all the members of the Local Union. Such list of members shall be maintained and kept by the Local Union. The membership list shall not be copied for the use of any candidate.

(e) No member shall be eligible for office unless he/she has been a member of Local Union 640 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice or Intermediate Journeyman Wireman shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if he/she entered an apprenticeship program for the purpose of upgrading his/her classification.

**Sec. 8. (a)** The election of officers shall be conducted by mail ballot. The Executive Board shall decide the date for the mailing of the ballots, the last day on which ballots for the election will be received, the date, time and place the ballots will be counted, and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted access post office boxes, mail permits, or an outside impartial balloting company, prior to the nominations meeting. All disbursements related to these tasks shall be processed in accordance with the IBEW Constitution and these bylaws. Once the Election Judge is appointed, such individual shall inform the Election Judge of all advanced tasks performed and shall immediately turn over to the Election Judge all records, receipts, post office boxes, etc. for further processing.

(c) At the meeting of the Local Union, in the month preceding the month in which nominations are made, the President shall appoint an Election Judge and as many Tellers as are required, who shall serve as the Election Board to conduct the election. No candidate for any office shall be eligible to serve on the Election Board.

(d) After nominations have been made and those nominated are found by the Election Judge to be qualified, the Election Judge shall have ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the IBEW Constitution. The ballots shall not contain any number or other marks identifying the voter. If the Local Union retains an impartial outside balloting company to assist and/or conduct the mail ballot election, the Election Judge may, with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

(e) Any candidate for office, or an IBEW member designated by the candidate as an observer, may be present at the preparation and mailing of ballot packages, the ballot pickup and the counting of the ballots.

(f) The Financial Secretary shall furnish the Election Judge, not less than ten (10) days before the date for the mailing of the ballots, an alphabetical list of the names and addresses of all members eligible to vote. All members in good standing and qualified shall be entitled to vote.

(g) If not already arranged, the Election Judge shall select a depository to which the envelopes containing the ballots shall be mailed. This shall not be the Local Union Post Office Box or the Local Union headquarters. (*Cost of such depository shall be paid by the Local Union.*) The Election Judge shall see that the address of such depository is placed on the preaddressed envelopes.

(h) The Election Judge shall mail or cause to be mailed to all eligible voters an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall have the words **OFFICIAL BALLOT** stamped or printed on it. The larger envelope shall be preaddressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his/her name and address.

(i) Upon receiving the ballot, the member shall mark the ballot and enclose it in the smaller envelope marked **OFFICIAL BALLOT**. This envelope shall be placed in the larger preaddressed envelope and mailed to the Election Board.

(j) Write-in votes shall not be permitted.

(k) No envelope received later than the time and date set by the Executive Board in the notice of election shall be opened or counted by the Election Board. The Election Judge may extend the time for the receipt of ballots in the event of an extraordinary event beyond the control of the Local Union.

(l) Prior to the counting of the ballots, the Election Board shall verify voter eligibility by comparing the return ballot envelopes to the voter eligibility list. A ballot challenged by either the Election Board, a candidate, or a candidate's observer shall be set aside. Before removing the official ballot envelopes from the return ballot envelopes, the Election Judge shall attempt to resolve the challenged ballots, recording all decisions in writing. Unresolved challenged ballots shall be set aside and not counted unless such ballots are deemed determinative of the outcome of the election.

(m) The Election Board shall count the ballots or have an outside impartial balloting company count the ballots in the presence of the Election Board. The Election Board shall remove or cause the removal of the smaller envelope marked **OFFICIAL BALLOT** from the larger envelope. The **OFFICIAL BALLOT** envelopes shall then be mixed together to preserve ballot secrecy. The ballots shall then be removed from the **OFFICIAL BALLOT** envelopes and tabulated. If the challenged ballots are not determinative, the Election Judge shall certify the results in writing to the Executive Board immediately after the ballots have been counted. If the challenged ballots are determinative, the Election Judge shall, as soon as possible but no later than five (5) days from the counting of the ballots, investigate and rule upon the challenges. All challenged ballots determined to be eligible shall then be counted, and the Election Judge shall certify the results in writing to the Executive Board.

(n) All election records, including envelopes and ballots, shall be preserved for one (1) year from the date of election, after which they shall be destroyed unless a question has arisen in connection with the election.

(o) The Election Judge shall have the authority to establish additional procedures and safeguards not inconsistent with the above rules and in conformance with the conduct of a fair election and applicable law. The Election Judge shall also have full authority to make rulings and decisions concerning disputes, controversies or unexpected occurrences that might arise in order to assure a fair and orderly election process. These rulings or decisions shall not conflict with any provisions in the IBEW Constitution or these bylaws.

(p) In the event a candidate does not receive a majority of the votes cast for a specific office, then a run-off election will be held between the two (2) candidates receiving the highest number of votes. This does not include the election for the Local Union Executive Board or Examining Board, which shall be decided for the candidates receiving the most votes.

(q) When a run-off election is necessary, such run-off election shall be held twenty-one (21) days after the regular election is held.

## **ARTICLE IV**

### **Executive Board**

**Sec. 1.** The duties of the Executive Board are outlined in Article XVII of the IBEW Constitution and these bylaws.

**Sec. 2.** It shall be the duty of the Executive Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Executive Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Executive Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for Board consideration.

**Sec. 3.** Special meetings of the Executive Board may be called by its Chairman or the Business Manager.

**Sec. 4.** The Executive Board shall elect its own Chairman and Secretary.

**Sec. 5.** The Executive Board shall meet regularly between regular meetings of the Local Union at such times as it decides.

**Sec. 6.** The Board shall investigate all requests for donations for legal charity. Donations for charity shall not exceed a total of \$1000.00 per charity, without approval of a majority attending the next regular Union Meeting.

## **ARTICLE V**

### **Examining Board**

**Sec. 1.** The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications as provided in Article XIX of the IBEW Constitution. This section shall not apply to apprentices as covered elsewhere in these bylaws.

**Sec. 2.** The Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

**Sec. 3.** The Examiners shall furnish a report on the results of all examinations to the Executive Board and the Local Union.

**Sec. 4.** The Examining Board shall elect its own Chairman and Secretary.

**Sec. 5.** The provisions of this Article shall be applicable only to Inside classifications.

**Sec. 6.** If assistant examiners are needed, they shall be selected by the Examining Board from the respective trade jurisdiction for which the examination is being given.

## **ARTICLE VI**

### **Business Manager**

**Sec. 1.** The Business Manager shall perform such duties as are stated in Article XVII of the IBEW Constitution and these bylaws. Also, the Business Manager shall perform such other duties as may be assigned by the Local Union and which are not in conflict with the IBEW Constitution and these bylaws.

**Sec. 2.** The Business Manager shall report to the Executive Board and the Local Union when called upon, or when he/she deems such necessary. The Executive Board and Local Union officers shall cooperate with the Business Manager in the performance of the duties of the office and shall not work in conflict with the Business Manager.

**Sec. 3.** The Business Manager shall appoint all representatives or other assistants. Such representatives shall work directly under his supervision and be subject to his authority as provided in Article XVI of the IBEW Constitution.

**Sec. 4.** The Business Manager may employ or discharge such clerical employees as may be necessary. Such employees shall work directly under his supervision and be subject to his authority in accord with Constitutional requirements.

## ARTICLE VII

### Salaries

**Sec. 1.** Salaries shall be as follows:

Salaries shall be determined by multiplying the Journeyman straight time hourly rate by the hours shown for each office.

President	10 hours per month
Vice President	3 hours per month
Recording Secretary	8 hours per month
Treasurer	8 hours per month
Executive Board Members	3 hours per meeting
Examining Board	3 hours per meeting
Business Manager/ Financial Secretary	a weekly salary equal to 52 times the straight time hourly rate for General Foreman – Zone A
Business Representative/ Organizer	a weekly salary equal to 48 times the Straight time hourly rate for Foreman - Zone A
Assistant Business Representative/ Field Organizer	a weekly salary equal to 48 times the straight time hourly rate for JW - Zone A

**Sec. 2.** Should any two (2) offices be combined, then the officer shall receive the salary of only one (1) office, whichever is the higher.

**Sec. 3.** Receipts, vouchers, or other reasonable proof of claim shall support all disbursements for authorized expenditures made on behalf of the Local Union.

**Sec. 4.** The Business Manager-Financial Secretary and the Business Representative(s) and Assistant(s) shall each receive TWO (2) weeks paid vacation per year. Vacation time shall not be accumulated.

## **ARTICLE VIII**

### **Committees and Delegates**

**Sec. 1.** Committees and delegates shall be appointed in accordance with Article XVII of the IBEW Constitution.

**Sec. 2.** The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure, as set forth in these bylaws and Article II, Section 10 of the IBEW Constitution.

**Sec. 3.** The Business Manager shall, by virtue of the office, serve as a delegate to the International Convention. No candidate for office of Business Manager may be nominated for a Delegate at Large seat at the Convention in addition to being nominated for the office of Business Manager.

**Sec. 4.** One of the trustees of the Inside Wiremen Pension Trust Fund shall be 50 years of age or older.

## ARTICLE IX

### Stewards

**Sec. 1.** Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to his/her authority. The Business Manager may remove any Steward, as such, at any time.

**Sec. 2.** Duties of Stewards shall be:

- (a) To have a copy of the IBEW Constitution, these bylaws and the working agreement with them at all times.
- (b) To see that Union membership is encouraged and all workers at their respective shop or jobs have paid-up dues receipts or valid working cards of the Local Union.
- (c) To report any encroachment upon the jurisdiction of the Local Union.
- (d) To report to the Business Manager any violation of the bylaws or agreements.
- (e) To perform such other duties as may be assigned to them by the Business Manager.

**Sec. 3.** Stewards shall in no case cause a stoppage of work. In case of any trouble on a job or at a shop, Stewards shall immediately notify the Business Manager.

**Sec. 4.** (a) No member in a supervisory capacity shall be appointed as Steward.

(b) Any Steward being placed in supervisory capacity shall notify the Business Manager of the change immediately.

**Sec. 5.** All Stewards in any shop or on any job working under the jurisdiction of the Local Union should be provided with a Steward's button, and such button shall be worn at all times while the Steward is on duty.

**Sec. 6.** All Stewards shall attend regular Stewards meetings. These meetings are to be held at intervals of not more than 60 days apart. The time and meeting place for these meetings shall be set by the Business Manager.

**Sec. 7.** The Stewards may be called upon at any time by the Business Manager to attend special meetings.

**Sec. 8. (a)** Stewards shall post or keep accurate records of all overtime worked.

**(b)** Stewards shall deliver, if requested, to the Business Manager, a report showing the name, number, and classification of Journeymen, apprentices and other workmen employed.

# ARTICLE X

## Assessments – Admission Fees – Dues

**Sec. 1.** (a) All assessments imposed in accordance with the IBEW Constitution and these bylaws must be paid within the time required to protect the member’s continuous good standing and benefits.

(b) Members of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided in these bylaws.

(c) Members shall not be required to pay assessments for welfare benefits in which they cannot participate.

**Sec. 2.** No money shall be collected from anyone working within the jurisdiction of this Local Union other than admission fees, dues (and agency fees, where applicable) and assessments, established in accordance with the IBEW Constitution and these bylaws.

**Sec. 3. The admission fees shall be:**

(a)	“A” Membership	Journeyman	Apprentice	Other
-				
	Wireman.....	\$100.00	25.00*	--
	Sign Workers.....	\$100.00	25.00*	--
	Tube Benders.....	\$100.00	25.00*	--
	Sign Service Man.....	\$ 50.00	--	--
	Residential Wireman.....	--	--	50.00
	Residential Trainee.....	--	--	25.00
	Teledata Technician.....	--	25.00	25.00
	Teledata Cable Puller.....	--	--	25.00

**\*\$25.00 shall be paid the first year and an additional \$25.00 shall be Paid each year thereafter until the journeyman admission fee has**

**been**

**Paid.**

**(b) “A” or “BA” Membership**

Electrical Manufacturing.....	--	--	\$ 3.00
All other classifications.....	--	--	\$10.00

**(c) Each applicant for “A” membership shall pay an additional \$2.00.**

(d) Approval of these admission fees is given by the International President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

**Sec. 4.** All applications must be accompanied by ten percent (10%) or more of the admission fee. Full payment (*satisfactory arrangements may be made with the Executive Board*) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

**Sec. 5. (a)** Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time he/she became an apprentice.

(b) Upon becoming a Journeyman, an Intermediate Journeyman shall pay any difference in admission fee between Journeyman and Intermediate Journeyman prevailing at the time he/she became an Intermediate Journeyman.

(c) Upon becoming a Residential Wireman, a Residential Apprentice (or Trainee) shall pay any difference in admission fee between Residential Wireman and Residential Apprentice (or Trainee) prevailing at the time he/she became a Residential Apprentice (or Trainee).

**Sec. 6.** Dues and per capita are payable monthly or quarterly in advance.

**Sec. 7. The monthly dues shall be:**

(a)	<u>“A” Members</u>	<u>Basic Dues</u>	<u>Working Dues</u>
	All classifications represented under the Inside, Sign, or Sound, Agreements of L.U. 640.....	\$5.00 plus	4% of gross earnings
	Residential Agreements, excluding Residential Trainees.....	\$5.00 plus	2% of gross earnings
	Residential Trainees.....	\$5.00 -----	none

<u><b>“A” and “BA” Members</b></u>	<u><b>Basic Dues</b></u>	<u><b>Working Dues</b></u>
Teledata.....	\$5.00 plus	1 ½% of gross earnings
Motor, Transformer Rewind and Repairman.....	An amount equal to one hour’s wages of highest paid Journeyman	
Maintenance Man, Utility All classifications.....	An amount equal to one hour’s wages of highest paid Journeyman.	
Apprentice-Motor, Transfer Rewind and Repairman and T.V. & Radio and Maintenance Man, & Utility Worker.....	3.00	----- none
Radio-Broadcast and T.V. Technicians.....	An amount equal to one hour’s wages of highest paid Journeyman	
All Warehouse Employees (Shopman), Warehouseman, truck drivers, tool & Equipment handlers, etc.....	3.50	----- none
Wire Mill Workers.....	15.00	----- none

(b) Applicable International payment and all assessments to be paid in addition to the above dues.

(c) Unemployed members and members working outside the jurisdiction of Local 640 shall pay Basic Dues only plus the International payments provided for in (c) above.

(d) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 640, IBEW.

(e) Basic Dues and payments are payable monthly or quarterly in advance.

(f) Working Dues for the preceding month are due and payable not later than the regular meeting night of the month following the period worked.

(g) All members working on Building and Construction Trades jobs shall maintain type “A” memberships.

## ARTICLE XI

### Funds

**Sec. 1.** The funds of this Local Union are for the legitimate expenses required in its conduct and maintenance and shall not be diverted there from. Disbursements shall be made in accordance with Article XVIII of the IBEW Constitution and these bylaws.

**Sec. 2.** No money shall be loaned from the funds of this Local Union for any purpose, unless approved by the International President of the IBEW.

**Sec. 3.** The President shall appoint an auditing committee of three (3) members (*or the President or the Executive Board, as the Local Union decides, shall employ a public accountant or a combination of quarterly audits by the Auditing Committee and a yearly audit by a public accountant*) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bankbooks of the Treasurer to insure Local Union moneys received by the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending June 30.

**Sec. 4.** **The funds of the Local Union shall be maintained in the following funds:**

**General Fund**  
**Death Benefit Fund**  
**Building Fund**  
**Reserve Fund**

**Sec. 5.** There shall be a Building Fund established. EIGHT PERCENT (8%) of all monies collected by the Local Union from basic dues, assessments, and admission fees (not including Death Benefits) and the monies from assessed penalties shall at the end of each quarter be deposited in the Building Fund Account.

**Sec. 6.** There shall be a Reserve Fund established. TWO PERCENT (2%) of all monies collected by the Local Union from basic dues, working dues, assessments and admission fees (not including Death Benefits) shall at the end of each quarter be deposited in the Reserve Fund Account.

**Sec. 7.** No monies shall be transferred from one Fund to any other Fund unless approved by the International President of the IBEW.

**Sec. 8.** These Funds shall be audited at the same time and in the same manner as the other Funds of the Local Union.

## **ARTICLE XII**

### **Death Benefit Fund**

Sec. 1. There shall be a separate Fund known as the Death Benefit Fund. Those eligible to participate shall be members in good standing, members taking a withdrawal from Local Union 640, and whose membership remains in continuous good standing in the International Office, and members of Local Union 640 holding a Military Service Card, or an Honorary Military Card.

Sec. 2. Upon the death of an eligible participant, the beneficiary designated on the records of Local Union 640, shall receive the sum of \$2,000.00 after presentation of a death certificate.

If there is no record of a beneficiary in Local Union 640, then the provisions of Article XI, Section 4(b), paragraph 1 of the IBEW Constitution would apply.

Sec. 3. Any person accepted for membership into Local Union 640 shall pay into the Death Benefit Fund a sum of FIVE DOLLARS (\$5.00).

Sec. 4. Upon the death of a participating member, all other participating members shall be assessed an amount of \$2.00 to repay the Death Benefit Fund, (except those members holding a Military Service Card or Honorary Withdrawal Card – Military Service and members of Local Union 640 on IBEW Pension.)

Sec. 5. Any time the Death Benefit Fund reaches \$50,000.00, no participant shall be assessed the \$2.00 assessment upon the death of an eligible participant until the Death Benefit Fund decreases to \$36,000.00 or less.

Sec. 6. No other monies than those herein provided shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec.7. This Fund shall be audited at the same time and in the same manner as the other Funds of the Local Union.

Sec. 8. This Fund is not maintained under a written trust.

## ARTICLE XIII

### Admission of Members

**Sec. 1.** Qualification and admission of members shall be in accordance with Articles XIX and XX of the IBEW Constitution.

**Sec. 2.** Apprentices may be accepted into membership at any time; however, after having worked one (1) year under the supervision or jurisdiction of this Local Union, they shall be admitted to membership in accordance with Article XV of the IBEW Constitution.

**Sec. 3. (a)** Instruction of apprentices shall be under the supervision of the apprenticeship committee, and apprentices shall attend such classes as directed by the committee.

**(b)** The above provision shall not apply to apprentices where the Local is a party to a Joint Apprenticeship and Training Committee (JATC) when provided for in an agreement with the employer. The decision(s) of such joint committee shall be accepted by the Local Union.

**(c)** An apprentice having been certified by the JATC as having successfully completed the prescribed apprenticeship program shall be immediately classified as a journeyman without further examination by the Local Union.

**Sec. 4. (a)** A Residential Wireman or Residential Trainee and Voice-Data-Video Technicians shall be admitted into the Union under these classifications after thirty (30) days of employment. Residential classifications shall work on residential wiring only. Voice-Data-Video classifications shall work on Voice-Data-Video work only.

**(b)** A Residential Wireman or a Voice-Data-Video Technician may request to take the prescribed course of study to be eligible to become a Journeyman Wireman. Upon satisfactory completion of the prescribed course of study and the payment of the difference in admission fees prevailing at the time he/she became a Residential Wireman or a Voice-Data-Video Technician, the member shall have his/her classification changed to Journeyman Wireman without further examination by the Local Union.

**(c)** Residential Trainees shall be so classified and shall be registered and under the instruction and supervision of the Training Committee as provided for in an agreement with the employer.

**(d)** The Residential Wireman, Residential Trainee, and Voice-Data-Video Technician shall be made aware of and agree to these provisions prior to admission into the Union.

**Sec. 5.** Apprentices shall be indentured by the Apprenticeship Committee.

**Sec. 6.** Each applicant and/or member shall be required to satisfactorily pass an examination covering the classification of membership.

## ARTICLE XIV

### Units

**Sec. 1.** Unit officers shall be members of their respective Units. Each Unit shall have the following officers: Chairman, Vice Chairman, Recorder, and an Executive Committee consisting of the Chairman and four (4) elected members.

**Sec. 2.** Unit officers shall be nominated at the regular meeting of each Unit in May and elected in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

**Sec. 3.** No member shall be a candidate for more than one (1) Unit office. If nominated for more than one (1) office, the member shall immediately declare which office he/she will be a candidate. No member shall be nominated for Unit office unless he/she is present or signifies his/her willingness in writing to be a candidate.

**Sec. 4.** A member must have at least six (6) months continuous standing in his/her Unit immediately prior to nomination to be eligible for office in the Unit, provided the Unit has been in existence for six (6) months or more.

**Sec. 5.** One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. No candidate for any office shall be eligible for Election Judge or Teller. Any candidate for office may be present or have an IBEW member designated by the candidate, as an observer present at the voting and counting of the ballots.

**Sec. 6.** Voting shall be by secret ballot. The candidate receiving the highest number of votes for each Unit office shall be declared elected.

**Sec. 7. (a)** Regular meetings of Units shall be held once monthly as decided by members of each Unit and approved by the Local Union Executive Board.

**(b)** However, no Unit shall hold any regular or special meeting on the night of any regular or special meeting of the Local Union.

**(c)** Special meetings of a Unit may be called only by the Business Manager or Executive Board of the Local Union, or by the Executive Committee of the Unit involved. The officer or Executive Committee calling the special meeting shall see that the members of the particular Unit and the Business Manager are notified. No business shall be transacted at any special meeting except that for which it is called.

**Sec. 8.** The duties of Unit officers within the Unit shall be as follows:

**Chairman:** The duties shall be similar to those of the Local Union's President but shall in no way conflict.

**Vice Chairman:** The duties shall be similar to those of the Local Union's Vice President but shall in no way conflict.

**Recorder:** The duties shall be similar to those of the Local Union's Recording Secretary but shall in no way conflict. The Recorder shall supply a copy of the Minutes of Unit meetings to the Business Manager and to the Recording Secretary of the Local Union as soon as possible after each such meeting.

**Executive Committee:** The duties shall be similar to those of the Local Union's Executive Board but shall deal only with affairs of the particular Unit, and shall be subordinate to the Local Union's Executive Board. However, the Executive Committee has no authority to act as a Trial Board in lieu of the Local Union Executive Board. The Unit Chairman shall preside over this Committee and it shall meet regularly at such time as it may decide. It shall select one (1) of its members as Secretary. (The Business Manager shall be notified and may attend all meetings of this Committee with voice but no vote.) Immediately after each meeting of the Committee, a copy of its Minutes shall be furnished the Business Manager and the Recording Secretary of the Local Union.

**Sec. 9.** All Units and Unit officers shall be under the supervision of the Local Union and its Executive Board. The suspension or removal of any Unit officer for failing to perform his/her duties, and the filling of any vacancies, shall be handled by the Local Union Executive Board.

**Sec. 10.** The eligibility of any member to attend meetings or hold office in the Local Union shall not be affected in any way by participation in the affairs of a Unit.

Attendance at unit meetings shall be considered attendance at Local Union meetings.

**Sec. 11.** The following Units are hereby established in the jurisdiction of Local Union **640**:

- 640.1** Sign
- 640.2** Radio-Television Service,  
Sound and Public Address work
- 640.3** Motor Winders
- 640.4** Utility
- 640.5** Warehousing
- 640.6** Wire Mill
- 640.7** Residential
- 640.8** Teledata
- 640.9** Government
- 640.10** Electrical Maintenance
- 640.11** Electrical Maintenance & Operations

**Sec. 12.** The Local Union may dispense with the Executive Committee as provided for in Section 1 of this article where it is found that the Executive Committee is not needed in a Unit. Such action shall follow the recommendation of the Executive Board and the Business Manager after they have made an investigation of the needs in a particular Unit.

## ARTICLE XV

### General Laws

**Sec. 1.** The Executive Board shall act as the Trial Board to hear charges and try members (except officers and representatives of a Local Union, Railroad Council, or System Council) for violation of the IBEW Constitution, these bylaws, or an approved working agreement. All charges against a member must be in writing and signed, specifying the provision(s) of the Constitution, bylaws, or working agreement allegedly violated. A brief factual written statement of the act(s) considered to be in violation, including relevant dates, places and names, should be given by the charging party. A copy of the charges must be furnished to the accused by the Recording Secretary with notice of when to appear before the Trial Board.

**Sec. 2.** A charged member may, upon request, have an active IBEW member in good standing serve as Counsel. However, no lawyer, as such may serve as Counsel in a hearing of the Trial Board. No person not a member of the IBEW may be present at such hearing, except as a witness.

If the accused fails to appear after having been notified in writing to appear, the Trial Board shall hear and determine the case just as though the accused were present. When a member files charges against another member and fails to appear before the Trial Board to prosecute the case, unless reasonable excuse is given, he/she shall be subject to discipline by the Trial Board.

**Sec. 3.** A majority vote of the Trial Board shall be sufficient for a decision, which is to be in writing. The Trial Board report of its findings and sentence, if any, shall be reported to the next regular meeting of the Local Union. The action of the Trial Board shall be considered the action of the Local Union, and the report of the Board shall conclude the case.

**Sec. 4.** All financial obligations (including but not limited to fines, assessments, and unpaid dues and fees) owed by a member under the IBEW Constitution or the bylaws of this Local Union shall constitute debts owed by the member to the IBEW or the Local Union, and may be recovered through court action brought by the IBEW or the Local Union. If it is necessary for the Local to institute legal proceedings in order to recover any such debt, the individual member shall also be liable for all costs of said proceedings, together with a reasonable attorney's fee incurred by the Local, the amount thereof to be fixed by the Court.

**Sec. 5.** Each member shall keep the Financial Secretary informed of his/her correct address. The Financial Secretary, in turn, shall notify the International Secretary-Treasurer.

**Sec. 6.** The parliamentary rules of this Local Union shall be those stated in Article XV of the IBEW Constitution.

**Sec. 7.** The IBEW Constitution is hereby made a part of these bylaws. Where there is doubt about any section of these bylaws or where such might appear to be in conflict with the IBEW Constitution, then the IBEW Constitution shall control and must be followed.

**Sec. 8.** Words in these bylaws in the masculine gender shall include the feminine.

**Sec. 9.** Members shall be supplied with copies of the IBEW Constitution, these bylaws, and the working agreement upon request to the Local Union.

**Sec. 10.** The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

**Sec. 11.** Members shall show their working cards or dues receipts upon request.

**Sec. 12.** The Local Union may spend a sum, as determined by the Executive Board, for a suitable tribute upon the death of a member or the spouse of a member. A committee may also be appointed to extend the sympathy of the Local Union to the family of any deceased member.

**Sec. 13.** A member who wishes to resign from the Local must submit the resignation in writing to the Local Union, and it shall become effective upon receipt by the Local Union.

The Local Union shall acknowledge receipt of the resignation and shall advise the member in writing that all rights and/or benefits of membership are forfeited upon the effective date of the resignation.

The above procedure shall also apply to a member on a Participating Withdrawal Card except that the resignation is to be submitted by the member in writing to the International Secretary-Treasurer with a copy to the Local Union for processing.

**Sec. 14.** Members of this Local union shall be selected on an alphabetical basis, according to zip code, for picket duty and associated organizing activities. They shall serve on their designated date and be required to serve no more than eight (8) hours until the roster has been completely exhausted.

- (a) The selections shall be made by the Business Manager or his representative. Whenever possible, at least forty-eight (48) hours' notice shall be given prior to the designated date.
- (b) A member may volunteer for picket duty and receive credit for the time served.
- (c) A member shall not refuse to serve his/her turn for picket duty when called without a reasonable excuse.

**Sec. 15.** Members of the Local Union serving on jury duty shall be compensated for loss of earnings to the extent approved by the Executive Board.

## ARTICLE XVI

### Local Union 640, IBEW, Building Association

**Sec. 1.** Members in good standing in Local Union 640 shall also be members in good standing in Local Union 640, IBEW, Building Association, Incorporated.

**Sec. 2.** To promote and carry out the aims and interests of the Local Union, no corporate real property shall be sold, leased, encumbered, or disposed of, nor shall any property be purchased or otherwise acquired except by a majority vote of the members present and voting.

**Sec. 3.** All members of the Local Union shall be notified in writing of the nature of the Resolution of the announced intention at least ten (10) days before the date of the meeting. Said Resolution shall then be read at such regular or specially called meeting. The Local Union shall then notify the Board of Directors of the Building Association of the action taken.

**Sec. 4.** It shall be the duty of the President of Local Union 640, IBEW, Building Association to see that a complete Financial Statement of the Association is prepared for presentation to the first regular meeting of the Local Union following the regular annual members' meeting of Local Union 640, IBEW, Building Association.

**Sec. 5.** The Local Union officers, including all members of the Local Union Executive Board, shall constitute the Board of Directors of the Local Union \_\_\_\_\_, IBEW Building Association. Upon expiration of their term as Local Union officers, or upon their resignation or removal, their duly elected or appointed successors shall become directors of Local Union 640, IBEW Building Association.

## **ARTICLE XVII**

### **Amendments**

**Sec. 1.** These bylaws shall become effective upon approval by the International President.

**Sec. 2. (a)** These bylaws may be amended or changed by any such proposal being submitted in writing and read at two (2) regular meetings of the Local Union, and decided at the second meeting by a majority vote of the members present and voting.

**(b)** Assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known address at least twenty (20) days prior to the Local Union meeting at which the membership is to vote on the question.

**Sec. 3.** No assessments, amendments or changes shall become effective until approved by the International President, in accordance with the IBEW Constitution.

LOCAL UNION 640

RECORD OF AMENDMENTS

District: Seventh Location Phoenix,  
Arizona

Bylaws Retyped in Entirety: December 28, 2005

\* \* \* \* \*  
\*  
\* DATE \* ARTICLES AND SECTIONS AMENDED  
\*  
\* \* \* \* \*  
\*

12/28/05	Art. I, Sec. 1 (c) amended & added (e)-(g); Art. III, Sec. 4 (c) amended; Art. IV, Sec. 6 amended; Art. VI, Sec. 4 amended; Art. VII, Secs. 1 & 4 amended; Art. VIII, Sec. 3 amended; Art. XI, amended; Art. XIV, Sec. 11 amended; Art. XVI, Secs. 5 & 7 amended; Articles XI-XVI re-numbered.
12/28/05	Bylaws in its' entirety revised according to pattern bylaws.