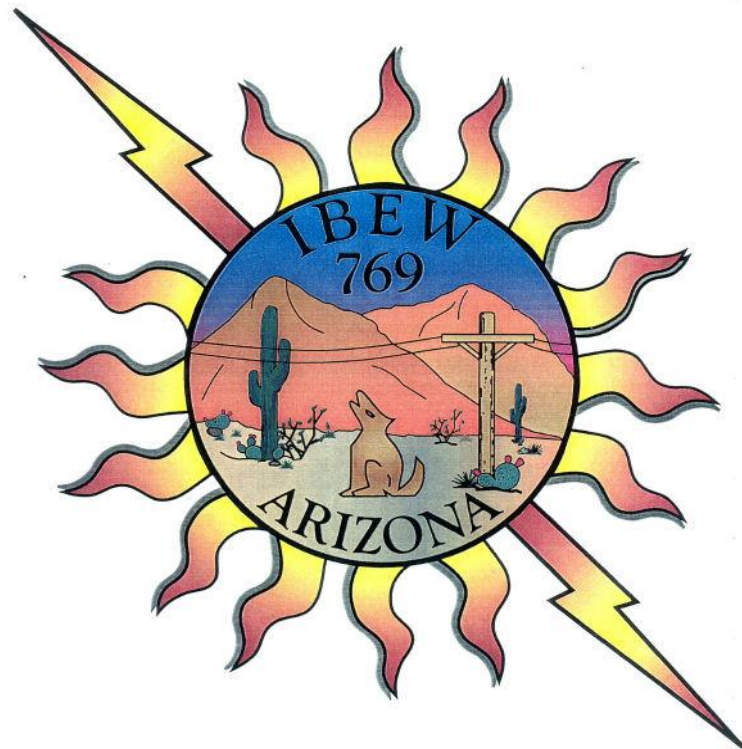


2017

BYLAWS



IBEW Local 769

2/7/2017

BYLAWS

OF

LOCAL UNION 769

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

PHOENIX, ARIZONA

APPROVED: February 7, 2017

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 of 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 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 769** of the **International Brotherhood of Electrical Workers, Phoenix, Arizona**. Local 769 shall have jurisdiction over **Outside, Utility, Telephone and AT&T/DIRECTV** work as defined in Article XXVI, Sections 4 and 6(b) of the IBEW Constitution as follows:

(a). **Outside work** when performed in the State of Arizona

(b) Utility work when performed by employees of UNS Electric, Inc., Mohave County Electric Operations, and Mohave Electric Co-operative, Mohave County, Arizona.

(c). **Telephone work** when performed by employees of Frontier, A Citizens Communications Company, Mohave County Operations.

(d) AT&T/DIRECTV work when performed by employees of AT&T/DIRECTV, an AT&T Company, in the state of Arizona.

However, the right of the International Office 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.

Sec. 3. Local Union **769** shall cover the "**A**" and "**BA**" types 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.

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 President shall have such authority as provided for the Business Manager in these bylaws and the IBEW Constitution.

Sec. 5. The Executive Board shall consist of seven (7) elected members.

Sec. 6. The Examining Board shall consist of three (3) elected members.

Sec 7. (a) Nominations for officers shall be held in **May 2018 and election of officers shall be held in June 2018 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) No member shall be a candidate for more than one (1) office, except as provided in these bylaws and with approval of the International President. If nominated for more than one office, the member shall immediately declare for which office he/she will be a candidate. However, this shall not apply to offices which have been combined with the approval of the International President.

(c) 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.

(d) 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 Election Guide and with applicable Department of Labor Regulations under the Labor Management Reporting and Disclosure Act of 1959.

(e) No member shall be eligible for office unless he/she has been a member of Local Union 769 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice 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 will be received, the date, time, and place when 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 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 when nominations are made, after nominations have closed, the President shall appoint an Election Judge and as many Tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this 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 to 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 his/her ballot, the member shall mark same 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 the 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 the 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) The election shall be decided for the candidate receiving the most votes for a specific office.

ARTICLE IV
Executive Board

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

Sec. 2. It shall be the duty of the 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 Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Board shall make its final report to the Local Union within sixty (60) day after the application or traveling card has been presented for Board consideration.

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

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

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

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 of members 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.

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. Where the local union requires assistants and/or representatives, the Business Manager has sole authority for their appointment. They work under the direction of the Business Manager and are subject to the authority of the Business Manager. They may be removed by the Business Manager at any time. The clerical employees of the local union are under the direction of the Business Manager and are subject to his/her authority.

ARTICLE VII
Salaries

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

President	\$50.00 per month*
Vice President	50.00 per month
Recording Secretary	50.00 per month
Treasurer	50.00 per month
Unit Chairman	50.00 per month
Unit Vice Chairman	50.00 per month
Unit Recorder	50.00 per month
Executive Board Members	50.00 per each Executive Board meeting attended.
Examining Board Members	50.00 per each Examining Board meeting attended.
Business Manager- Financial Secretary	a weekly salary equal to the General Foreman's rate of pay plus 10% times 55
Assistant Business Manager	a weekly salary equal to the Foreman's rate of pay plus 5% times 45
Part-time Business Rep. AT&T/DIRECTV	a weekly salary equal to the Premises Technician Wage Zone B 66+ rate of pay plus 5% times hours worked per week

*Plus \$15.00 per meeting attended.

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. Members serving on committees and as delegates shall be compensated for serving on Local Union business during regular working hours, at their established rate of pay. Legitimate expenses shall be submitted to the Executive Board for their recommendation.

Sec. 5. The President, Treasurer, and Recording Secretary shall be reimbursed for any expenses incurred while getting to and from the Local Union to sign checks, check vouchers and union papers, while working in the jurisdiction of this Local Union if requested to do so.

Sec. 6. The Local Union shall provide a pension and health and welfare plan for all full-time employees.

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-Financial Secretary 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 Delegate at Large seat at the Convention in addition to being nominated for the office of Business Manager.

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.

ARTICLE X
Assessments - Admission Fees - Dues

Sec. 1. 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.

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**

Cable Splicer	\$200.00
Journeyman Linemen	150.00
Journeyman Technician	150.00
Journeyman Signal Technician	150.00
Equipment Operator	150.00
Sagging Engineer	150.00
Lineman	100.00
Groundmen	75.00
Apprentice Linemen - 1st Year	50.00
Apprentice Linemen - 2nd Year	50.00
Apprentice Lineman - 3rd Year	50.00

"A or "BA" Membership

Utility Workers	an amount equal to the monthly dues for the type of membership for which application is made.
Teledata	\$25.00
All other classifications	\$10.00

(b) Each applicant for "A" membership shall pay an additional \$2.00.

(c) 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 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) When a member changes trade classifications within the Local Union where a difference in admittance fee exists, the member shall pay such difference when accepted in the new classification.

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

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

(a) "A" Members	Basic Dues	Working Dues
Construction - all classifications	\$14.00 plus	2% gross wages
"A" and "BA" Members		
Utility Workers	An amount equal to one hour's pay.	None
Teledata	\$5.00 plus	1.5% of gross wages
Maintenance	\$5.00 plus	2% of gross Wages
All other classifications	\$1.50	None

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

(c) Unemployed members and members working outside the jurisdiction of Local Union 769 shall pay Basic Dues only plus the International payments provided for in (b) above.

(d) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local Union 769.

(e) Basic Dues 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 Outside Construction work as employees of Contractors shall maintain type "A" membership.

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 therefrom. 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 bank books of the Treasurer to insure that 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 December 31.

Sec. 4. The funds of the Local Union are hereby established:

General Fund
Death Benefit Fund
Building Association Fund

Sec. 5. Each month an amount equal to 15% collected from working dues from the previous month shall be transferred from the General Fund to the Building Fund when the bank balance of Local 769 IBEW is maintained at \$90,000.00.

ARTICLE XII
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.

ARTICLE XIII

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 be nominated 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 for which office he/she will be a candidate. No member shall be nominated for Unit office unless they are present or signify their willingness in writing to be a candidate.

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

Sec. 5. (a) 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 may be present or have an IBEW member designated by the candidate, as an observer present during voting and at the counting of the ballots.

(b) The election of Unit Officers may be conducted by mail ballot, providing the Local Union officers are elected by mail ballot. The procedures shall be the same as the mail ballot procedures for the union officers.

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 and 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. Failure of Unit officers to perform their duties and the suspension or removal of any Unit officer 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 769:

769.1 Mohave County
769.2 AT&T/DIRECTV

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 as provided for in Section 1 of this article 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 XIV

General Laws

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members (except officer or 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 IBEW member in good standing 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 willfully 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.

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 concerning 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. 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. 12. Members shall show their working cards or dues receipts upon request.

ARTICLE XV
Death Benefit Fund

Sec. 1. (a) The Death Benefit Fund shall be established and maintained through initial assessments of \$3.00 levied against all members who desire to participate in the fund.

(b) This assessment may be paid in installments of not less than \$1.00 a month; however, if a death occurs, all unpaid installments become due and payable immediately.

Sec. 2. Upon the death of any participating member while in good standing in this Local Union, and who subscribe to this fund, an automatic assessment of \$3.00 shall be levied against all other members participating in this fund.

Sec. 3. "BA" members are eligible to participate in this fund at their option.

Sec. 4. (a) Upon the death of a member who, at the time of death, was a member in good standing of this Local Union, and who was not in arrears in payments to the Death Benefit Fund; the Local Union shall pay to the beneficiary of said member, a sum equal to \$2.00 multiplied by the total participating membership in the Death Benefit Fund. The Local shall then assess each member of the Death Benefit Fund \$3.00 to recover the amount paid and the extra \$1.00 per member paid on each death, shall be deposited into a Death Benefit Fund until such fund would cover three deaths for the total participating membership.

(b) Upon a member's retiring or becoming disabled, after being a member of Local 769 in good standing for the period of two years prior to his retirement or disability, he may continue to participate in the Death Benefit Fund if he will fill out the forms and continue to pay the assessments upon the death of a member.

(c) The beneficiary shall be determined by the written stipulation of the deceased, or in the absence of such stipulation, by the same method utilized in determining the death benefit under the IBEW "A" member Pension Benefit Fund.

Sec. 5. Participating members who leave this jurisdiction shall be entitled to these benefits providing that they maintain good standing in the Local Union and are not in arrears in payments to the fund.

Sec. 6. Participating members entering the armed forces of the United States and who signs an active military card of the IBEW shall be eligible to receive benefits during a period of not to exceed 60 days from the date of such card.

Sec. 7. The administration of the Death Benefit Fund shall be supervised and handled by a Committee consisting of the President, the Treasurer and the Financial Secretary of the Local Union whose decision in all matters pertaining to the fund shall be final and binding except that any member who feels an injustice has been done him shall have the right to appeal to the Local Union.

Sec. 8. No person shall be reimbursed for any monies paid into this fund. In the event that the Fund is discontinued at any time, all monies remaining in the fund shall be place in the General Fund of the Local Union.

Sec. 9. The committee shall report all disbursements and receipts to the Local Union at each regular meeting.

Sec. 10. No other monies than those herein provided shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 11. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 12. This Fund is not maintained under a written trust.

ARTICLE XVI
Local 769, IBEW, Building Association

Sec. 1. Officers. The officers of this Association shall be President, Vice President, Financial Secretary, Treasurer and Chairman of the Executive Board. The officers shall be the same ones and shall hold the same office as they hold in Local 769 IBEW. 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 the Association.

Sec. 2. Before any property, real or otherwise is to be purchased or disposed of in the name of the Association all members of the Local Union shall be advised of such matters, and a meeting called for the purpose of voting on such matters. It shall require a majority vote of the members present and voting to decide such matters.

Sec. 3. Before instructions are given the board of Directors of the Association to purchase or dispose of any property real or otherwise, Section 2 of this Article must be complied with.

Sec. 4. It shall be the duty of the Board of Directors to see that a complete financial statement of the Association is prepared for the presentation to the first regular meeting of the Local Union following the regular annual meeting of the Association.

Sec. 5. The Building Association shall be comprised of those members of Local 769 in good standing.

Sec. 6. The Board of Directors elected by the membership shall perform such duties as prescribed by the bylaws of the Association and make their report to the membership meeting.

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) However, 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 home 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 769
RECORD OF AMENDMENTS**

District: Seventh

Location: Phoenix, Arizona

Bylaws Retyped in Entirety: July 12, 2007

DATE ARTICLES AND SECTIONS AMENDED

7/12/07	Bylaws in its' entirety revised according to pattern bylaws.
7/12/07	Art. X, Sec. 7 (a) amended; Art. XIII, Sec. 11 amended. Updated Constitutional Articles.
5/28/08	Art. I, Sec. 1 updated Constitutional Article. Article VII, Sec. 1 amended
9/26/11	Art. VII, Sec. 1 updated
2/07/17	Art. I, Sec. 1 and 1(d), Art. VII, Sec. 1 and Art. XIII, Sec. 11 amended.