**BYLAWS** 

OF

# LOCAL UNION 134

# INTERNATIONAL BROTHERHOOD

OF

# ELECTRICAL WORKERS

# CHICAGO, ILLINOIS

APPROVED: January 27, 2014

### **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 134 of the International Brotherhood of Electrical Workers, Chicago, Illinois. Local 134 shall have jurisdiction over Inside, Radio-Television Service, Sound and Public Address, Electrical Manufacturing, Government, Pari-Mutuel, Radio-Television Broadcasting, Telephone Interconnect, Telephone, Cable Television and Teledata work as defined in Article XXVI, Sections 5, 6, 8 and 9 of the IBEW Constitution, when performed as follows:

(a) **Inside, Radio-Television Service and Sound and Public Address work**, including the installation, maintenance and repair of any and all radio, television, and appliance units, except maintenance and repair of such units owned and operated by Radio and/or Television Broadcast companies where agreements with Local Union 1220 would apply; installation, maintenance and repair of closed circuit industrial and commercial television equipment and audio and video devices which are not fed into a transmitter for broadcast or telecast; and installation, operation, maintenance and repair of public address equipment and apparatus used for transference of voice or music when performed in the following areas in the State of Illinois:

### COUNTY TOWNSHIPS (or portion thereof)

Cook All, except that portion of Hanover Township extending east along the south line of Section 19 to the east side of Gifford Road, north to the north side of Lake Villa Street, west along the north side of Lake Villa Street to the center line of Section 19, north along the center line of Sections 19 and 18 to the north side of Chicago-Elgin Road, east to the west side of Ceresa Drive, north along the west side of Ceresa Drive to the south side of Bode Road, west to the center line of Section 18, north to the south line of Section 7, west to Kane-Cook County line, north to the south side of Shoe Factory Road, east to the center line of Section 7, north along the center line of Sections 7 and 6 to the Kane-Cook County line.

#### (b) Cable Television work when performed by employees of:

Cable Comm Cable Comm/Spaceline Group W Jones Intercable CCT Installation Services John Burns Cable Company Cable Communication Company Communication Concept Company E & E Systems IMSM Company People Choice Company Cable Communications Spacelink Prime Cable of Chicago Jones Intercable Cable Communications Technologies Installation Service Telprompter of Chicago

(c) **Electrical Maintenance work** when performed by employees working under an agreement in the geographical jurisdiction in (a) above.

(d) Electrical Manufacturing work when performed by employees of:

Acme Wiley Corp. Advance Transformer Company, Chicago A G Communications Systems Corp. Alkco Lighting, Subsidiary of Jac Jacobsen Industries Alpha Lighting Industries, Inc. Alto Manufacturing Company, Chicago Appleton Electric Company, Chicago Ametek, Panalarm Division, Skokie **ARI Industries.** Addison **Bodine Electric BRK Electronics** Cameron-Miller, Inc., Chicago Clare, C.P. & Company, Chicago DuKane Corp., St. Charles Cooper Lighting Division (Halo Lighting Plant) Duray Flourescent Manufacturing Company **Electro Dynamics Emerson Industrial Controls** Essential Products, Inc. Federal Signal Corp. Florence Corp. Forest Electric Company, Melrose Park House-O-Light Corp. Interlake, Inc., Pontiac Plant, Pontiac La Vezzie Precision, Inc., Glendale Hts. LPI Limited Partnership Metropolitan Chicagoland Switchboard Association Midwesco. Inc. Midwest Cortland, Inc., Schiller Park Molon Motor & Coil Corporation, Palatine Morris Kurtzon, Inc. Multi Electrical Manufacturing Co., Inc.

North American Philips, Roselle Oxford Speaker Co., Chicago Power Design, Inc. PSW Industries, Inc., Chicago **Quality Lighting** Quam-Nichols Company, Chicago Radionic Industries, Inc., Chicago Rauland-Borg Corporation, Skokie Rauland Div. Of Zenith Electronics Corp., Melrose Park **RCA** Distributing Company R. G. Ray Corp., Buffalo Grove Security Lighting Snow Brothers, Melrose Park Sola Electric, Elk Grove Village Square D Company, Schiller Park Sterling Reflector and Manufacturing Company Talk-A-Phone Company, Chicago Transformer Manufacturers, Inc., Norridge Peter A. Vrame Company Wells Gardner Electronics, Chicago Williams Electronic Games, Inc. Wilton Tool Corporation, Schiller Park Zenith Controls, Inc.

(e) **Government work** when performed by employees under an agreement with Local Union 134 and:

Chicago Board of Education Chicago Housing Authority Chicago Park District Chicago Transit Authority City of Chicago County of Cook Metropolitan Water Reclamation District State of Illinois University of Illinois Village of Niles

(f) **Pari-Mutuel work** when performed by employees at race tracks and off-track parlors in the State of Illinois.

(g) Radio-Television Broadcasting work when performed by employees of:

WBEZ -- Board of Education, City of Chicago Board of Trustees, University of Illinois (h) **Teledata work** when performed under the terms of the National Teledata Agreement.

(i) **Telephone work** when performed by employees of the AT&T in accordance with agreements and understandings with the other IBEW Local Unions comprising System Council T-3.

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

Sec. 2. Affiliation with System Council T-3 of the IBEW shall be maintained by this Local Union for the purpose of insuring close contact with the other IBEW Local Unions operating on the property of AT&T and to facilitate unified action on issues vital to all. Such affiliation shall include the facilities and services of the offices maintained by System Council T-3.

Local Union 134 shall be represented in System Council T-3 by its Business Manager or his designee.

Sec. 3. The objects of this Local Union shall be to promote by all proper means the material and intellectual welfare of its members.

Sec. 4. Local Union 134 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. Special meetings may be called only by the Business Manager or the Executive Board. 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. The recording of Local Union meetings by any member is forbidden.

Sec. 4. In the event that the regular monthly meeting falls on the same day of a regularly scheduled national holiday, the regular meeting of the Union will be changed to the second Thursday of that respective month. No further notice of a meeting change for the above reason will be required.

### 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) 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.

(b) After nominations have been made and those nominated are found to be qualified, the Election Board 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. Such ballots shall not contain any identifying numbers or marks.

(c) Members in good standing and qualified to vote who expect to be unable to visit the polls on election day, may at any time within thirty (30) days but not less than five (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall be marked only with the words **OFFICIAL BALLOT**. 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.

(d) Upon a member receiving an absentee ballot, he/she shall mark same and enclose it in the smaller envelope marked **OFFICIAL BALLOT**. This envelope shall then be placed in the larger envelope and mailed to the Election Board in time to be received before the polls are closed on election day. The Election Board shall open the envelopes, remove the smaller envelope marked **OFFICIAL BALLOT** and deposit same in the ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the Executive Board shall be opened by the Election Board.

(e) No member receiving an absentee ballot shall be permitted to vote in person at the election, unless he/she has first returned the absentee ballot unmarked to the Election Judge.

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

(g) The Election Board shall select a depository to which the envelopes containing the absentee 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.) This Board shall advise the Local Union of the location of such depository in sufficient time to prepare the preaddressed envelopes.

(h) When the polls have closed and voting has ceased, the Election Board shall immediately count and tabulate the ballots. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots. A report of the election results shall be made immediately by the Election Board. All ballots, applications for absentee ballots, and other papers shall be preserved for one (1) year from the date of the election, after which same shall be destroyed unless a question has arisen in connection therewith.

## (i) Voting shall be by secret ballot.

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

(k) Voting machines or other automated voting equipment, if available, may be substituted for printed ballots when voting at the polls. All applicable requirements in the foregoing section shall apply when voting machines are used in the same manner as though a printed ballot were used.

(l) The election shall be decided for the candidate receiving the most votes for a specific office.

(m) All election records including ballots shall be preserved for one (1) year from the date of election, after which same shall be destroyed unless a question has arisen in connection therewith.

(n) Any candidate for office may be present or have an IBEW member as an observer present at the counting of the ballots.

Sec. 5. (a) The officers shall be those provided for in Article XVI of the IBEW Constitution.

(b) The offices of **Business Manager** and **Financial Secretary** are hereby combined.

Sec. 6. The Executive Board shall consist of nine (9) elected members as follows:

Group A - 6 members Group B - 1 member Group C - 1 member Other than Groups A, B, and C - 1 member

Sec. 7. The **Examining Board** shall consist of **five** (5) elected members.

Sec. 8. (a) Nominations for officers shall be held in **May 2016**, and election of officers shall be held in **June 2016** and every **three (3) years thereafter**, as stated in the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required.

(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 election 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) No member shall be eligible for office unless he/she has been a member of Local Union 134 in continuous good standing for at least two (2) years immediately prior to nomination.

(e) No Apprentice shall be eligible to hold office in the Local Union.

Sec. 9. The Treasurer, in addition to duties outlined in the IBEW Constitution, shall turn over his bank book to the President at the regular monthly meeting of the Local Union, showing all deposits made during the previous month. Under no circumstances shall he/she or the President sign a check for any payment that is not in compliance with the requirements of these bylaws and the IBEW Constitution. All payments made by the Treasurer shall be by bank check, signed by himself and countersigned by the President.

### 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) days 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 Secretary.

Sec. 5. The Board shall meet regularly twice per month between regular meetings of the Local Union.

## 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. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.

### 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 Assistants, Special Assistant Business Managers and/or Administrative Assistants in accordance with Article XVI, Section 2 of the IBEW Constitution. They shall work under the direction of and subject to the authority of the Business Manager.

Sec. 4. It shall be the duty of the Business Manager to represent this Local Union, or to appoint an assistant to represent him in the central, trades and political councils or bodies with which this Local Union is affiliated. The Business Manager or one or more of his Assistants as required shall make reports at the regular meeting of the Executive Board and the Local Union when the time or business before such meeting will permit.

# ARTICLE VII Salaries

Sec. 1. Salaries shall be as follows:  $\frac{1}{2}$ 

| President   | a monthly salary equal to 35 times Group "A" Journeyman straight-time hourly rate. <sup>3/</sup>              |  |
|---|---|--|
| Vice President  | a monthly salary equal to 8 times Group "A" Journeyman hourly rate. <sup><math>3/</math></sup>                |  |
| Treasurer   | a monthly salary equal to 30 times Group "A" Journeyman straight-time hourly rate. <sup><math>3/</math></sup> |  |
| Recording Secretary   | a monthly salary equal to 25 times Group "A" Journeyman straight-time hourly rate. <sup><math>3/</math></sup> |  |
| Executive Board<br>(each)   | a monthly salary equal to 20 times Group "A" Journeyman straight time hourly rate. $\frac{3}{2}$              |  |
| Examining Board   | 4 times Group "A" Journeyman hourly rate for each meeting attended $\frac{3}{2}$                              |  |
| Business Manager/<br>Financial Secretary  | a weekly salary equal to 44 times 160% of the General Foreman hourly rate <sup><math>\cdot 2/</math></sup>    |  |
| Special Assistant<br>Business Manager   | 85% of the Business Manager's weekly salary. $^{2\prime}$   |  |
| Assistant<br>Business Manager(s)  | 68.5% of Business Manager's weekly salary. $^{2/}$  |  |
| * The Business Manager, Special Assistant Business Manager and Assistant<br>Business Manager shall receive health care benefits contained in the<br>IBEW-Chicago Electrical Contractors Association Collective Bargaining<br>Agreement. |   |  |
| Chief Stewards<br>(non-Construction)  | \$ not to exceed \$50.00 per month $^{4/}$  |  |

not to exceed \$25.00 per month  $^{4/}$ 

Foreman and Inspectors \$50.00 per meeting attended

 $\frac{1}{2}$  Where salaries are based on wage rates of a represented classification, said wage rates shall be the straight-time hourly rate as found under the principal agreement.

 $\frac{2}{2}$  Plus an expense allowance of \$75.00 per week. When expenses are submitted for amounts in excess of the allowance, the voucher shall be accompanied by receipts for all expenditures occurring during the week sufficient to cover the allowance and any additional expense. No expense allowance shall be paid during period of vacation or illness.

 $\frac{3}{2}$  Assistant Business Manager and Special Assistant Business Manager who also serve as officers shall not receive this remuneration.

<sup>4/</sup> The Business Manager will determine the appropriate remuneration for Stewards, but such payments will not exceed the amounts listed above.

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. All disbursements for authorized expenditures made on behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. Delegates to the central, trades, and political councils or bodies with which the Local Union is affiliated shall receive the Group "A" Journeyman's regular rate of pay for each meeting attended plus travel expenses. This shall not apply to full-time officers or assistants when assigned as delegates.

Sec. 5. The Business Manager and Assistant Business Managers shall be furnished with automobiles by the Local Union for use on Union business. The Business Manager shall formulate a written policy regarding the purchase, replacement, use and all other aspects associated with Union-owned automobiles. Said policy and all revisions shall be subject to review and approval by Executive Board and the Local Union.

Sec. 6. Members and officers who are required to absent themselves from their regular employment to conduct Union business shall be reimbursed for lost wages at their straight time hourly rate for the time actually lost not to exceed eight (8) hours in any single day nor more than forty (40) hours in any calendar week. Members, officers and staff shall be reimbursed for actual expenses. The Business Manager shall formulate a policy governing the payment of lost wages and expenses which shall be reviewed and approved by the Executive Board. Said policy and all future revisions shall be subject to approval by the Local Union.

Sec. 7. All fulltime officers and employees of Local Union 134, IBEW, shall be entitled to receive the benefits of a Retirement Program, effective July 1, 1960 and all subsequent amendments thereto.

### 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 President and the Business Manager shall, by virtue of their offices, serve as delegates to the International Convention.

Sec. 4. The Business Manager shall, by virtue of the office, serve as delegate to System council T-3.

Sec. 5. (a) This Local Union shall send as many delegates to the International Convention as the IBEW Constitution allows. The President and the Business Manager, by virtue of their offices, and an additional number of delegates who receive the highest number of votes shall comprise the Local Union delegation.

(b) A similar number of alternate delegates shall also be elected at the same time.

(c) Delegates and alternates to the International Convention shall be elected at the same time as the officers of the local union.

### 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 member must be in good standing in the Local Union to be eligible for selection as Steward or appointment as General Steward.

Sec. 5. The Steward or General Steward must report each week to the Business Manager the names of all members employed on the job, stating the number with up-to-date membership cards.

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

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 to apply on admission fees, dues and assessments established in accordance with the IBEW Constitution and these bylaws.

Sec. 3. The admission fees shall be:

### (a) **"A" Membership**

| Journeyman - Group A            | \$350.00 |
|---------------------------------|----------|
| Journeyman - Group B            | 200.00   |
| Journeyman - Group C            | 200.00   |
| Apprentice - Group A.           | 150.00   |
| Apprentice - Group B            | 100.00   |
| Apprentice - Group C            | 100.00   |
| Industrial Journeyman - Group B | 25.00    |
| Industrial Apprentice - Group B | 25.00    |

### "A" or "BA" Membership

| Electric Pari-Mutuel Group                  | 25.00 |
|---|-------|
| Journeyman-Radio & Television Group         | 25.00 |
| Apprentice-Radio & Television Group         | 25.00 |
| Journeyman-Mobile & Microwave Group         | 25.00 |
| Apprentice-Mobile & Microwave Group         | 25.00 |
| Security Technician                         | 5.00  |
| Journeyman-Communication Technician Group   | 25.00 |
| C-Journeyman-Communication Technician Group | 25.00 |
| Apprentice-Communication Technician Group   | 25.00 |
| Sign Cleaner Group                          | 25.00 |
| Office & Miscellaneous Group                | 5.00  |

| Lighting Equipment, Motor Manufacturing and |       |
|---|-------|
| all other Production Workers Groups         |       |
| (not less than)                             | 10.00 |
| Teledata - All classifications              | 25.00 |

(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 the Executive Board) must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution. If an applicant feels that he would be unable to complete paying the admission fee within ninety (90) days, he may have the time extended by an arrangement with the Executive Board. If the fee is \$10.00 or less, full payment must accompany the application for membership.

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

Sec. 6. (a) Basic monthly dues and assessments are payable quarterly in advance.

Working dues are payable monthly and must be paid by the fifteenth (15<sup>th</sup>) day of the month following the month in which the member worked. A member may authorize his employer to deduct working dues directly from the member's pay check or a member may pay working dues at the Union Office. An employee who chooses to pay working dues at the Union Office must produce his payroll stubs from the previous month to verify the working dues owed. A member who pays working dues at the Union Office will be given a ten (10) day grace period after the 15<sup>th</sup> of the month before the payment is considered delinquent.

(b) The Local Union may mail delinquent dues notifications to members whose dues have not been timely received. A member who makes a dues payment after such a notification has been sent shall be charged a delinquent dues notification processing fee in the amount of \$30.00.

Section 7. The monthly dues shall be:

| (a) "A" Members                        | Basic Dues   | Working Dues        |
|--|--|---------------------|
| Journeyman A<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Journeyman B<br>(Non-public<br>sector) | \$4.00 plus 1½ hours wages per month – paid<br>under the agreement they are employed<br>under, but in no instance will their monthly<br>dues be less than 1½ hours paid wages paid<br>in accordance with the members past<br>established rate. | none                |
| Journeyman C<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Journeyman R<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Apprentice A<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Apprentice B<br>(Non-public<br>sector) | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month  | none                |
| Apprentice C<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Apprentice R<br>(Non-public<br>sector) | \$4.00 plus  | 2.5% of gross wages |
| Industrial Group B<br>Journeyman       | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month  | none                |
| Industrial Group B<br>Apprentice       | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month  | none                |

# (b) "A" and "BA"Members

| Public Sector<br>Employees   | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month   | none                   |
|--|---|------------------------|
| Electrical Pari-<br>Mutuel   | 1½ hours wages per month. For employees<br>working under the Race Track Agreement,<br>computed on 6½ hours per day. All other<br>Electrical Pari-Mutuel members will pay<br>monthly dues equal to one and one-half<br>(1½) hours wages in accordance with the<br>agreement they are employed under, or<br>their established rate. | none                   |
| Communication<br>Technicians<br>Journeymen, C<br>Journeymen and<br>Apprentices | \$4.00 plus   | 2.5% of gross<br>wages |
| Radio and<br>Television<br>Journeymen and<br>Apprentices                       | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month   | none                   |
| Mobile &<br>Microwave<br>Journeymen and<br>Apprentices                         | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month   | none                   |
| Security<br>Technicians  | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month   | none                   |
| Teledata - All<br>Classifications  | \$4.00 plus   | 2.5% of gross wages    |
| Sign Cleaners<br>Group   | \$4.00 plus 1 <sup>1</sup> / <sub>2</sub> hours wages per month   | none                   |

| Railroad Workers,<br>Inspectors/Dispatc<br>hers, Lighting<br>Equipment, Motor<br>Manufacturing,<br>Production Groups<br>& Production<br>Workers, Service<br>Technicians | 1 hours wages per month  | none |
|---|--|------|
| Office &<br>Miscellaneous<br>Group  | <sup>3</sup> ⁄4 of one hour at the Journeyman A rate per month | none |
| Court Reporters   | \$30.00 per month  | none |

(b) Applicable International per capita tax, group insurance, where applicable, and all assessments shall be paid as part of basic dues in addition to the above dues.

(c) In the event the Local Union shall collect any money in accordance with the terms of a collective bargaining agreement from agency fee payers for the support of the collective bargaining agency, the Local Union shall in each case remit to the International Office each month an amount equal to the regular per capita applicable to the "BA" type membership.

Sec. 8. Members of Group "A" and their apprentices shall pay applicable per capita tax due to the following affiliated trade bodies:

- **1.** Illinois State Federation of Labor
- 2. Chicago Federation of Labor
- **3.** Chicago Building Trades Council

Sec. 9. In addition to dues, members shall pay International or Local Union assessments which are levied in accordance with the IBEW Constitution and/or these bylaws.

## 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) 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 see that Local Union moneys turned over to 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. All revenue, except as may be otherwise provided in these bylaws, shall be placed in the General Fund.

Sec. 5. All bills and expenditures, except standing bills, shall be reviewed by the Executive Board and approved by the Local Union prior to payment. Standing bills may include but are not necessarily limited to: rent, salaries, payments due the International Office, per capita payments to other labor organizations with which the Local Union is affiliated, bills and expenses covered under a well-defined policy developed by the Executive Board and approved by the Local Union.

Sec. 6. All applications for donations or personal appeals (oral or written) of any character, shall not be permitted to come before the Local Union until they have received the approval of the Executive Board. Any such approval must be transmitted to the Local Union in writing, but no donation of any kind shall be made, or appeal of any financial nature granted, unless Article XVII of the IBEW Constitution has been first fully complied with. The President and Treasurer shall be held responsible for the enforcement of this rule.

### 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.

Sec. 4. Membership in this Local Union shall consist of the following:

GROUP A JOURNEYMEN: Skilled electrical workers who, by knowledge, experience and ability, are capable and may perform any and all manual labor or mechanical operations customarily performed on electrical construction and installations, operating, maintenance and repair or supervision of such work.

GROUP B JOURNEYMEN: Skilled electrical workers who, by knowledge and ability, are capable of supervising and performing manual labor or mechanical operations and are known as operating, maintenance and repairmen of existing installations.

GROUP C JOURNEYMEN: Skilled electrical workers whose principal employment is direct with telephone, telegraph and burglar alarm companies.

GROUP A, B AND C APPRENTICES: Persons who have been registered as such with the Local Union and are required to assist skilled electrical workers within their respective classifications of work for a period of four (4) years.

INDUSTRIAL GROUP B JOURNEYMEN AND APPRENTICES: (See Article X, Section 5, "NOTE" on page 17 of these bylaws.)

ELECTRIC PARI-MUTUEL GROUP RADIO AND TELEVISION GROUP MOBILE AND MICROWAVE GROUP SECURITY TECHNICIAN GROUP COMMUNICATIONS TECHNICIAN GROUP SIGN CLEANER GROUP OFFICE AND MISCELLANEOUS GROUP LIGHTING EQUIPMENT, MOTOR MANUFACTURING AND ALL OTHER PRODUCTION WORKER GROUPS

### ARTICLE XIII General Laws

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members (except officers 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 stand trial or attempts to evade trial 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 fines and penalties levied, imposed, or assessed against a member of the IBEW under the IBEW Constitution and the bylaws of this Local Union, shall constitute a debt owed by the individual member to this Local Union and may be recovered as a debt owed by the individual member to the Local by a lawsuit or action at law brought by 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 their correct address. The Financial Secretary shall, in turn, notify the International Secretary.

Sec. 6. The parliamentary rules of this Local Union shall be those stated in Article XVI 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. (a) It shall be the responsibility of the Business Manager to negotiate and consummate agreements between the Electrical Contractors' Association of the City of Chicago and this Local Union, in conjunction with the Electrical Joint Arbitration Board.

(b) Effective with the anniversary date of the agreement in June of 1992, the negotiated agreement shall be subject to ratification by the affected membership prior to being consummated as provided in (a) above. The peaceful resolution of disputes arising out of negotiations through arbitration shall be continued.

Sec. 11. 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. 12. No member shall solicit his own job or allow a contractor to loan him to another contractor.

Sec. 13. Any officer using his office, or using the Local Union or its name to promote the interest of any employer or individual member, or to the detriment of some other employer or individual member, shall subject himself to charges being filed against him in accord with the IBEW Constitution.

Sec. 14. No member or members shall use the name of the Local Union in any way to promote private enterprises of their own, such as picnics, balls, parties, stags or smokers, etc.

Sec. 15. No committee handling money of the Local Union can be discharged until its accounts have been audited by the Executive Board, and all bills incurred by any committee must be approved by the Executive Board and the Local Union.

Sec. 16. (a) All Journeyman members and apprentices employed by electrical contractors in accordance with the working agreement between the Electrical Contractors' Association and Local Union 134, IBEW, on all electrical work installed in Chicago and throughout Cook County; and all journeyman members and apprentices employed on communication work installed in Chicago throughout Cook County; and all B classification members employed by employers who operate under the terms and provisions of the agreement between the Electrical Contractors' Association and Local Union 134, IBEW, shall be furnished with and wear a current identification button.

(b) This identification button is to be worn by the member on his clothes during the daily working period so that it can be easily seen and recognized.

Sec. 17. Members acting as City Supervising Electricians shall not take out city permits for electrical work to be done by others.

Sec. 18. Members shall not work for less than the recognized wage scale of this Local Union.

Sec. 19. Members working on residences, bungalows, apartment buildings and combination stores and apartment buildings, either new or old, shall not demand or accept in excess of or less than the established wage of this Local Union.

Sec. 20. (a) Members having worked eight (8) hours in one (1) day will not be allowed to go to work for another employer in the same day or night unless all members entitled to do so are working, except by permission of the Business Manager.

(b) Anyone finding it necessary to work overtime or on Saturday or Sunday must report same to the Business Manager.

Sec. 21. Members shall install all work in accordance with requirements of the applicable code and specifications.

Sec. 22. Members of the Local Union are required to promote recognition and use of the IBEW Union Label in full accordance with the resolution adopted by the Union.

Sec. 23. Any member who receives Union labels shall be registered and held responsible for the proper use and/or distribution of same. A member who violates this rule shall be deemed to have committed a serious offense against this Local Union.

Sec. 24. Members shall show the amount of their wages to an authorized representative of this Union or his membership card to any member of this Union upon request.

Sec. 25. Members shall not work on a job which is on strike after having been notified of such by the Business Manager or his designated representative.

Sec. 26. Members shall report any violation of the working rules, bylaws and IBEW Constitution to the Executive Board or a representative of this Local Union.

Sec. 27. When electrical construction work is started on any building to be used for industrial, commercial or manufacturing purposes, it shall be the responsibility of the first journeyman on the job, whether he be foreman or journeyman mechanic, to ascertain from the employer or his representative, the approximate percentage of electrical work covered by his contract, compared to the total amount of electrical construction work to be installed on the premises.

(a) The Business Manager of Local Union 134 should be notified, giving this information on a percentage basis. The notification should also contain the name of the electrical contractor, the name and location of the job, and name, address and phone number of the Local Union 134 member submitting the report.

(b) The first man on the job and the Steward and foreman shall cooperate in keeping the Business Manager of Local Union 134 informed by letter at frequent intervals, of any changes from the original percentage of work reported, or when any work not included in the electrical contractor's original contract is to be installed.

Sec. 28. No Foreman shall be eligible to act as Steward or General Steward.

### ARTICLE XIV Local Union 134 Building Association

Sec. 1. Members in good standing in Local Union 134 shall also be members in good standing of Local Union 134 Building Association.

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 134 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 134 Building Association.

Sec. 5. The Local Union Officers including all members of the Local Union Executive Board shall constitute the Board of Directors of Local Union 134 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 134 Building Association.

### ARTICLE XV 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 134 RECORD OF AMENDMENTS

District: Sixth Location: Chicago, Illinois Bylaws Retyped in Entirety: April 12, 1990 DATE ARTICLES AND SECTIONS AMENDED 4/17/90 Art. I, Sec. 1(c) Art. III, Sec. 12(e) deleted Art. VII, Sec. 8 added Art X, Sec. 7(b). Note 2. 4/24/90 Art. I, Secs. 1(c) and (d). Art VII, Sec. 1. 5/17/90 8/15/90 Art. VII, Sec. 1 corrected. 3/4/91 Art. I revised. 3/15/91 Art. III, Sec. 5(b) added. 12/20/91 Art. VI, Sec. 3(b) added. 8/31/92 Art. 1, Sec.1(b) added. 8/31/92 Updated Constitutional Articles. Bylaws Retyped in Entirety. 5/11/93 5/11/93 Article XV, Section 14 revised. Article XII and Article XIII deleted. Reference May 11, 1993 Letter 2/1/02Article III, amended. 12/13/02 Article I, Section 1(d) amended. 2/26/04 Art. I, Sections 1, Constitution Article Updated, Art. I, Sections 1(a), 1(b), 1(d), 1(e), and 1(i) amended; Art. III, Sections 1, 2 and 5 Constitution Articles Updated, Art. IV, Sections 1 & 2 Constitution Articles Updated, Art. V, Sec. 1 Constitution Article Updated; Art. VI, Sections 1 & 3 Constitution Articles Updated; Art. VIII, Section 1Constitution Article Updated; Art. X, Sec. 4 Constitution Article Updated, Art. X, Sections 7(b) & 8 amended; Art. XI, Sections 1 & 6 Constitution Articles Updated; Art. XII, Sections 1, & 2 Constitution Articles Updated, Art. XII, Sec. 4 amended; Art. XIII, Sec. 6 Constitution Article Updated. 1/27/2014 Art X. Sec.6 - 8 amended.