

BYLAWS

OF

LOCAL UNION 570

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

TUCSON, ARIZONA

APPROVED: January 19, 2016

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 570** of the International Brotherhood of Electrical Workers, **Tucson, Arizona**. Local 570 shall have jurisdiction over **Utility, Inside and Communications, Maintenance and Operation and Maintenance work** as defined in Article XXVI, Section 4, 5 and 6 of the *IBEW Constitution* when performed:

(a) **Inside (including Residential and Communication)** work when performed in the following Counties or portions thereof in the State of Arizona:

Cochise	Pima
Graham	Pinal *
Greenlee	Santa Cruz
La Paz	Yuma

* That part of Pinal County South and East of the boundary lines beginning at the point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal county line, then extending in a northeasterly direction on Papago Indian Reservation on Road No. 15 to the intersection with Highway FAS-267, extending north on Highway 267 to the intersection with the Florence Canal, north and east on the Florence Canal to the intersection of the line "First Standard Parallel South": thence east to the Pinal-Graham County line.

(b) **Utility work** when performed by employees of:

Sierra Southwest Cooperative Services, Inc.
Bureau of Indian Affairs, San Carlos Irrigation Project

(c) **Maintenance work** when performed by employees of:

ASARCO LLC

(d) **Maintenance and Operations** work when performed by the employees of:

Exelis, Inc./Harris Corp.
Facility Services Management, Inc.
Infinite Services & Solutions, Inc./Sentel Corporation

However, the right of the International Office to change this jurisdiction is recognized, as provided 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 570 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.

Sec. 3. Members acting as superintendent of an electrical contracting firm and contracting members shall not be allowed to attend meetings of the Local Union or vote in the Local Union elections of officers.

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.

Sec. 5. The Executive Board shall consist of five (5) elected members who do not hold any other office.

Sec. 6. The Examining Board shall consist of five (5) elected members who do not hold any other office.

Sec. 7. (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 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 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, in the month preceding the month in which nominations are made, the Local Union by a majority of members present shall elect 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) 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 (and/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 this 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 Board shall elect its own Chairman and Secretary.

Sec. 5. The Board shall meet regularly between regular meetings of the local union at such time 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 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. The Business Manager, by virtue of the office, shall be a delegate to the International Convention.

Sec. 4. The Business Manager shall appoint any and all of his representatives or assistants. They shall work directly under him and be subject to his authority in accord with Article XVII of the IBEW Constitution.

Sec. 5. The Business Manager shall be authorized to employ the help necessary to carry on the business of the Local Union.

Sec. 6. 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.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be:

President	\$100.00 per month
Recording Secretary	50.00 per month
Treasurer	50.00 per month
Executive Board Members (each)	50.00 per month
Examining Board Members (each)	25.00 per month when in session that month

Business Manager-
Financial Secretary a weekly salary equal to 52 times 120% of the Zone A Journeyman straight time hourly rate. (Effective 7/5/16) - a weekly salary equal to 52 times 122.5% of the Zone A Journeyman straight time hourly rate.

Assistant Business Manager a weekly salary equal to 52 times 110% of the Zone A Journeyman straight time hourly rate. (Effective 7/5/16) – a weekly salary equal to 52 times 112.5% of the Zone A Journeyman straight time hourly rate.

Organizer Trainee a weekly salary equal to 40 times 100% of the Zone A Journeyman straight time hourly rate.

Organizer 1 a weekly salary equal to 48 times 100% of the Zone A Journeyman straight time hourly rate.

Organizer 2 a weekly salary equal to 52 times 100% of the Zone A Journeyman straight time hourly rate.

Senior Organizer a weekly salary equal to 52 times 110% of the Zone A Journeyman straight time hourly rate. (Effective 7/5/16) – a weekly salary equal to 52 Times 112.5% of the Zone A Journeyman Straight time hourly rate.

Note: The level of Organizer position shall be determined at the discretion of the Business Manager/Financial Secretary, taking the experience and knowledge of the Organizer into consideration.

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. (a) The Local Union shall carry Workers Compensation Insurance, Social Security and make other contributions and withholdings as may be required by Federal and State of Arizona Laws on all employees of the Union under the Business Manager's direction.

(b) The local union shall furnish the Business Manager, his Assistants and Organizers with Health and Welfare Pension Benefits as and to the extent provided for in the Inside Collective Bargaining Agreement.

Sec. 5. The Business Manager, his Assistants and Organizers shall have vehicles furnished by the local union for union business use.

Sec. 6. Any member serving as committee or delegate during regular work hours for union business, shall be compensated for at their classification rate of pay for loss of time.

Sec. 7. The local union shall furnish full coverage automobile insurance on the vehicles furnished by the Local Union for the Business Manager, his Assistants and Organizers to cover Public Liability, bodily injury liability, property damage and medical payments.

Sec. 8. The Business Manager, his Assistants and Organizers shall receive expenses when expenses are actually incurred, itemized and approved by the Executive Board or the local union.

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. The President shall consider recommendations of Units involved in appointment of committees 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. No member holding a position as superintendent or foreman shall be made a Steward.

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" Members**

Journeyman Wiremen	\$100.00
Construction Electrician	100.00
Construction Wireman	25.00
Apprentice	25.00
Residential Wiremen	50.00
Residential Trainee	25.00

(b) **"A" or "BA" Membership**

All other classifications	10.00
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(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, a Construction Wireman/ Construction Electrician shall pay any difference in admission fee between Journeyman and Construction Wireman/Construction Electrician prevailing at the time he/she became a Construction Wireman/Construction Electrician.

(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. The **monthly dues** shall be:

(a)	"A" Members	Basic Dues	Working Dues
	Journeymen Wireman, Construction Electrician & 4th, 5th, & 6th Period Apprentices	\$4.00 plus	4% of gross earnings
	1st, 2nd, 3rd period	\$4.00	
	Residential Wireman, Residential Apprentice and Residential Trainees	\$4.00 plus	2% of gross earnings

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

All other classifications the monthly dues shall be calculated on basic monthly salary (straight time hourly rate x 173 hours) as follows:

Basic Monthly Salary	\$1,351.00 or less	\$6.00
	1,351.00 to \$1,401.00	6.50
	1,401.00 to 1,451.00	7.00
	1,451.00 to 1,501.0	7.50
	1,501.00 to 1,551.00	8.00
	1,551.00 to 1,601.00	8.50
	1,601.00 to 1,651.00	9.00
	1,651.00 to 1,701.00	9.50
	1,701.00 to 1,751.00	10.00
	1,751.00 to 1,801.00	10.50
	1,801.00 to 1,851.00	11.00

The monthly dues shall be increased \$.50 a month for each \$50.00 bracket, as provided for in this schedule when basic monthly earnings exceed \$1,851.00.

(c) Applicable International per capita and all assessments to be paid in addition to the above dues.

(d) Unemployed members and members working outside the jurisdiction of Local 570 shall pay Basic Dues only plus the International payments provided for in (b) above.

(e) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 570.

(f) Basic Dues are payable monthly or quarterly in advance.

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

(h) All members working on Building and Construction Trades jobs and Outside Construction work as employees 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 audit 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 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 June 30.

Sec. 4. The following funds are hereby established:

General Fund
Savings Account
Death Benefit Fund
Promotional Fund

Sec. 5. It may also invest in securities such as bonds and stocks of good character, upon the vote of the majority of the members and the permission of the International Office.

ARTICLE XII
Property of IBEW Local Union 570

Sec. 1. The local union's building and other property, located at 750 South Tucson Blvd, Tucson, AZ shall be owned by and in the name of IBEW Local Union 570.

Sec. 2. The local union members shall, by majority vote of those present and voting, decide all issues concerning the building and other real property of the local union. A majority of the members voting shall constitute a quorum.

Sec. 3. To promote and carry out the aims and interests of the local union, no real property of the local union shall be sold, leased, encumbered, or disposed of, nor shall any real property be purchased or otherwise acquired, except by a majority of the local union members present and voting, following notice to all members, as provided in Section 4.

Sec. 4. All members of the local union shall be notified in writing of the nature of the resolution of the announced intention to dispose of or acquire real property at least fifteen (15) days before the date of the meeting. Said resolution shall be read at such regular or specially-called meeting. The members shall then vote on the resolution.

Sec. 5. All decisions concerning the disposition or acquisition of real property by the local union must be approved, in advance, by the International President.

ARTICLE XIII
Death Benefit Fund

Sec. 1. (a) There shall be established a fund in Local Union 570, known as "The Death Benefit Fund." This Fund shall be created by each Journeyman Wireman, Construction Wireman/Construction Electrician, Residential Wireman, Apprentice Wireman, and Residential Trainee paying an initial payment of \$10.00 into this fund, and paying an additional \$10.00 upon the death of each participating member, into this fund.

(b) In the event the Death Benefit Fund balance should rise above \$15,000.00, then no assessment shall be placed on any participating member until the Fund has been depleted to \$7,500.00 or under.

Sec. 2. Only members of Local Union 570, IBEW, or members who have retired from Local Union 570 and started drawing their IBEW pension after the effective date of this Fund, shall be eligible to participate in this plan. Upon the death of any participating member of this fund, the beneficiary of such members, as named in his IBEW Pension Benefit Fund form, shall immediately be paid the amount of \$2,500.00. Each surviving member shall be notified of the death, and his due payment to the Fund, which shall be collected by the Financial Secretary of the Local Union.

Sec. 3. This Fund shall be limited to Journeyman Wireman, Construction Wireman/Construction Electrician, Residential Wireman, Apprentice Wireman, and Residential Trainee in good standing in Local Union 570, International Brotherhood of Electrical Workers, or members who have retired from Local Union 570 and started drawing their IBEW pension after the effective date of this Fund.

Sec. 4. Upon the death of a participating member who is in arrears of up to five (5) individual assessments, will have the arrearage deducted from the benefit payment due their beneficiary. A member who is delinquent of six (6) or more individual assessments shall not be considered to be in "good standing" with the Death Benefit Fund and their beneficiary shall not be entitled to any benefit from the Fund.

Sec. 5. Should any participating member resign, withdraw, or transfer his membership, he/she shall then forfeit his initial payment and all subsequent payments and cease to be eligible to participate in the Fund on the date he/she ceases to be a member of Local Union 570, IBEW.

Sec. 6. No other moneys than those herein provided shall be transferred to the Death Benefit Fund without 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 XIV
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 and the 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. Applicants shall be required to satisfactorily pass an examination for the classification of work.

ARTICLE XV
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) elective 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 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 the 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. 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 the voting and at the 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 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. 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 570:

- 570.1 Maintenance and Operations: ASARCO Mission Mine
 - 570.1.1 Facility Services Management Inc.
 - 570.1.2 Exelis/Harris Corp. – Fort Huachuca Aerostat
 - 570.1.3 Exelis/Harris Corp. – Yuma Aerostat
 - 570.1.4 Infinite Services & Solutions, Inc./Sentel Corporation
- 570.2 U.S. Bureau of Indian Affairs – San Carlos Irrigation Project – Power Division
- 570.3 Sierra Southwest Cooperative Services, Inc.
- 570.4 Residential Group

570.5 Yuma County Inside and Residential Construction
570.6 Teledata Unit

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 XVI

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 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 of the IBEW under the *IBEW Constitution* and or the bylaws of this Local Union, shall constitute a debt owed by the member to this Local Union and may be recovered as a debt owed by the member to the IBEW or 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 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 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 President may authorize a sum, as determined by the Executive Board, for a floral tribute upon the illness or death of a member or his immediate family. A committee may also be selected to extend the sympathy of the Local Union to the family of the deceased.

Sec. 12. Members shall show their working cards or receipts upon request of the Business Manager, Stewards or any member in good standing.

Sec. 13. When there is more than one branch of the trade or units established in the Local Union, only the members of such trade or units shall propose, present, define, vote or act on matters such as amendments, scale of wages, hours and working conditions affecting or pertaining to their trade or unit matters only.

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 570
RECORD OF AMENDMENTS**

District: Seventh

Location: Tucson, Arizona

Bylaws Retyped in Entirety: October 2, 1990

DATE ARTICLES AND SECTIONS AMENDED

- 9/6/94 Art. X, Sec. 6(a) revised; Art. X, Sec. 6(h) deleted.
- 10/28/94 Updated Constitutional Articles.
- 04/11/96 Art. X, Sec. 3(a) and 6(a) revised; Art. XIII, Sec. 1 & 3 revised.
- 6/30/99 Art. VI, new Sec. 3 added; Art. VII, Sec. 1 amended.
- 5/14/02 Art. I, Sec. 1 amended.
- 10/15/02 Art. X, Sec. 3(a), Sec. 4, and Sec. 6(a) amended; Art. XIV, Sec 2. amended.
- 12/4/06 Art. X, Sec. 3(a); Sec. 5 (b); and Sec. 6(a) amended. Art. XIII, Sec. 3 amended. Updated Constitutional Articles.
- 1/19/16 Art. I, Sec's 1(a-d) amended; Art. II, Sec. 2 amended and Sec. 4 deleted;
 Art. III, Sec's 7(a), 7(c-f), 8(a-g) and 8(k-o) amended; Art. IV, Sec's 2 & 5;
 Art. V, Sec. 3 amended, Art. VII, Sec's 1, 3, 4, 5, 7, 8 amended & 9 deleted;
 Art. VIII, Sec's 3 & 4 amended; Art. IX, Sec. 2 amended; Art. X, Sec.'s 1, 2,
 3, 5 & 6 amended; Art. XI, Sec's 3 & 4 amended and Sec. 6 deleted; Art. XII
 amended; Art. XIII, Sec.'s 2, 4, 5, 6, 7 amended and 8 re-numbered; Art.
 XIV, Sec's 4a, b & d amended; Art XV, Sec's 5, 9 and 11 amended; Art.
 XVI, Sec.'s 2 and 4 amended.