

**BYLAWS**

**OF**

**LOCAL UNION 50**

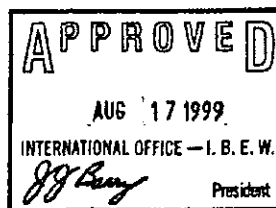
**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**RICHMOND, VIRGINIA**

**Entire Bylaws Retyped and**



## 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.
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 50 of the International Brotherhood of Electrical Workers, Richmond, Virginia**. Local 50 shall have jurisdiction over **Utility** work, as defined in Article XXVII, Section 4, of the IBEW Constitution, when performed by employees of: **Virginia Electric and Power Company (dba: Virginia Power, and North Carolina Power), Utilicorp and Virginia Natural Gas**.

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

Sec. 2. The objects of this Local Union shall be to promote by all proper means the material and intellectual welfare of its members.

Sec. 3. Local Union 50 shall cover the "A" and "BA" types of membership.

## ARTICLE II

### Meetings

Sec. 1. Meetings of the Units shall constitute and be considered the regular meetings of the Local Union.

Sec. 2. Regular Unit meetings shall be held once a month at the time and date decided by the Unit, conflicts arising will be settled by the Executive Board of the Local Union. The International Office shall be advised of the time, date, and location of regular Unit meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

Sec. 3. Special meetings may be called only by the Business Manager or the Executive Board. The members shall be notified in writing (by mail, leaflets, Union Newsletter or bulletin board). No business shall be transacted at any special meeting except that for which it has been called.

Sec. 4. Sub-unit meetings and/or work group meetings shall be held when required. Requests for such meetings shall be submitted to the Business Manager and no such meeting shall be held without his approval.

## 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 by laws.

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 XVII 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) Nominations for Local Union officers shall be held at the regular meeting of each Unit in April of election years.

(b) Members of one Unit may nominate members of another Unit for Local Union office. It is not necessary that such nominees be confined to a particular Unit. A member placing the name of another member in nomination for office when the nominated member is not present, shall at the time the nomination is made, give to the Unit Recorder evidence in writing signed by the nominee, that the nominee agrees to be a candidate for a specific Local Union office. However, any member being nominated in this manner cannot signify his/her intentions to be a candidate for more than one (1) specific Local Union office.

(c) Immediately after nominations, the Unit Recorder shall forward a list of the names of the candidates, signed by the Unit Recorder and the Unit Chairman, to the Recording Secretary of the Local Union.

(d) After nominations have been 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 office shall be eligible to serve on the board.

(e) 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

(f) **All voting shall be by mail ballot.**

(g) The Financial Secretary shall furnish to the Election Judge not less than twenty-one (21) 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.

(h) The Executive Board shall decide the last day on which ballots shall be received and the date, time, and place when the ballots will be counted. This date shall be in the month of June and this information shall be enclosed with the ballot sent to each member eligible to vote.

(i) The Election Judge shall mail or cause to be mailed to all eligible voters, an official ballot and two (2) envelopes. One 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.

(j) 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.

(k) The Election Board shall select a depository to which the envelopes containing the ballot 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 such depository in sufficient time to prepare the preaddressed envelopes.

(l) 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.

(m) The Election Board shall count the ballots and certify the results in writing to the Executive Board immediately after the ballots have been counted.

(n) 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.

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

(p) **Write-in votes shall not be permitted.**

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

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

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

Sec. 6. a) The Executive Board shall consist of three (3) members elected from the following business segments:

Virginia Natural Gas  
UtiliCorp  
Virginia/North Carolina Power

(b) Board members transferred, promoted or otherwise moving outside the business segment from which they were elected/appointed shall forfeit their position and the Board shall appoint a successor from the affected business segment to fill the unexpired term of office.

Sec. 7. (a) Nominations for officers shall be held in **April 2000** and election of officers shall be held in **June 2000 and every three (3) years thereafter**, as stated in Article XVII 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 with all information regarding nominations, list of offices to be filled, date, time and place of election with 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 for 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. **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 50 in continuous good standing for at least two (2) years immediately prior to nomination.

Sec. 8. In each Local Union election year, there shall be published in the May issue of the union publication a list of all candidates for Local Union office, together with a factual record of their activities within the Local Union committee assignments performed, offices held, and experience gained for and on behalf of the Local Union. The Elections Committee shall supervise the preparation of such publication, and may promulgate reasonable rules and regulations in connection therewith.

## ARTICLE IV

### Executive Board

Sec. 1. The duties of this Board are outlined in Article XVIII 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 XXI 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 XXIV of the IBEW Constitution. The board shall make its final report to the Local Union within sixty (60) days after the application or travelling 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, Vice-Chairman and Recording Secretary.

Sec. 5. The Board shall meet regularly once each month at such time and place as it decides.

## ARTICLE V

### Business Manager

Sec. 1. The Business Manager shall perform such duties as are stated in Article XVIII 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 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. Whenever any matter directly affects a particular Unit of the Local Union, the Business Manager or his assistants shall likewise report to such Units.

Sec. 4. The Business Manager shall appoint any and all representatives and/or assistants. They shall work directly under and be subject to the authority of the Business Manager in accordance with Article XVIII of the Constitution and must be members of Local Union 50.

Sec. 5. The Business Manager shall employ or discharge such clerical help as is necessary. Employees shall work directly under the supervision of and be subject to the authority of the Business Manager.

Sec. 6. The Business Manager shall be held responsible to the Local Union and the International Office for results in organizing the Local Union's territory, for establishing friendly relations with Employers and for protecting the jurisdiction of the IBEW.

**Article VI**

**Salaries**

Sec. 1. Salaries shall be as follows:

President/Business Manager/

Financial Secretary.....a weekly salary equal to 48 times 145% of the Lineman hourly wage rate.

Sr. Business Representative.....a weekly salary equal to 48 times 125% of the Lineman hourly wage rate.

Business Representative (P.T.).. salary equal to 18 times 100% of the Lineman hourly wage rate.

Vice President.....a monthly salary four (4) times the line rate

Treasurer.....a monthly salary four (4) times the line rate

Recording Secretary.....a monthly salary four (4) times the line rate

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

(a) Full time officers and representatives shall be afforded the choice of travel allowance methods as are in the Collective Bargaining Agreement.

Sec. 4. Full-time officers and representatives shall, in addition to their salary, receive an amount equal to any fringe benefit, bonus payment, lump sum payment, gain share payment, or incentive payments received by the membership when negotiated with the employer. Incentive or gain share payments shall be determined by applying the same percentage received by the members to the salary of the full-time officers and representatives. Lump sum or settlement bonus payments shall be limited to the amount received by the (classification used to establish salary, if any).

(a) Full-time officers and representatives shall be provided with benefits to the same extent as members of the Local Union.

Sec. 5. (a) Officers, assistants, and members shall be reimbursed for lost wages and expenses incurred while conducting Union business when authorized by the Business Manager and/or President. Reimbursement for lost wages shall be at the individual's straight time hourly rate limited to actual time lost, exclusive of overtime. In no event shall reimbursement for lost wages exceed the basic hours of the work day or work week.

(b) A mileage allowance shall be paid when a personal vehicle is used on authorized Union business. Said mileage shall be equal to the amount paid under the Internal Revenue Service Regulations.

## Article VII

### Committees and Delegates

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

Sec. 2. (a) 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.

(b) The nomination and election of delegates and alternates shall take place at the same time and in the same manner as the regular election of officers. Said election shall be held at the regular election of officers in the election year closest to the International Convention and in no event more than three (3) years prior to the Convention.

Sec. 3. **The Business Manager shall, by virtue of the office serve as a delegate to the International Convention.**

Sec. 4. The Business Manager shall appoint all Delegates to the IBEW Utility Conference, Progress Meeting, and any other conferences, conventions, meetings, and committees.

## Article VIII

### Stewards

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

Sec. 2. Duties of Stewards shall be:

(a) To have a copy of the IBEW Constitution, these bylaws and the working agreement with them at all times.

(b) To see that Union membership is encouraged and all workers at their respective shop or jobs have paid-up dues receipts or valid working cards of the Local Union.

(c) To report any encroachment upon the jurisdiction of the Local Union.

(d) To report to the Business Manager any violation of the bylaws or agreements.

(e) To perform such other duties as may be assigned to them by the Business Manager.

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

**Article IX**

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

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

(a)

**"A" or "BA" Membership**

**All Classifications.....**The admission fee shall be in an amount equivalent to the monthly dues for the type of membership for which application is made. One-half of this amount shall be forwarded to the International Office.

(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 shall be accompanied by the full admission fee, and admission must be completed within ninety (90) days of making application, in accordance with Article XXI of the IBEW Constitution.

Sec. 5. Dues are payable monthly in advance and may also be paid semi-annually or annually.

Sec. 6. The **monthly dues** shall be:

(a)

**"A" and 'BA" Members**

**All Classifications.....** Twenty-eight dollars and twelve cents  
(28.12)

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

(c) The Local Union's portion of the monthly dues as provided for in (a) above shall be increased 5% each year of the agreement between the Local Union and the Virginia Electric and Power Company and between the Local Union and Virginia Natural Gas and between the Local Union and Utilicorp. The International President shall be notified of the effective date of implementation and the new dues amount, in writing.

## Article X

### 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 XIX 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.(a) There may be established and maintained a petty cash fund in the amount appropriately used by or upon the direction of the Business Manager for incidental office expenses, subject to proper accounting and approval by the Executive Board at its next regular meeting. The fund shall be replenished only after a full accounting of disbursements.

(b) There may be established a change fund in the amount appropriate to be used by the office staff, under the direction of the Business Manager, for the purpose of making change. The fund shall be replenished only after a full accounting of disbursements.

(c) Regular or standing bills such as rent, salaries, and payments to the International Office may be made without special Executive Board authorization. The Executive Board shall formulate a policy establishing a list of standing bills which shall be subject to approval by the Local Union and submitted to the International President for approval. This shall also apply to any subsequent amendment to this policy.

Sec. 5. (a) Local Union 50 shall establish a Political Action Fund which will be administered by the International Office.

(b) The Business Manager shall appoint a committee to serve as the Political Action Committee.

(d) All disbursements from the fund must have the approval of the majority of the Political Action Committee. All disbursements shall be reported at the next regular scheduled Executive Board Meeting and Unit Meetings.

(e) The Political Action Fund shall be funded by voluntary contributions through payroll deduction or direct payment from the membership.

**Article XI**

**Admission of Members**

Sec.1. Qualification and Admission of members shall be in accordance with Articles XX and XXI of the IBEW Constitution.

## Article XII

### Units

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

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

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. Any candidate may be present or have an IBEW member 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 such meeting.

Sec. 9. All Units and Unit officers shall be under the supervision of the Local Union and its Executive Board. Failure of Unit officers to perform their duties and the suspension or removal of any Unit officer and the filling of any vacancies shall be handled by the Local Union Executive Board.

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 50:

<b>50.1</b>	Northern	1
<b>50.2</b>	Northern	2
<b>50.3</b>	North/West	1

<b>50.4</b>	North/West	2
<b>50.5</b>	Central	1
<b>50.6</b>	Utilicorp	
<b>50.7</b>	Mt. Storm/North Branch	
<b>50.8</b>	South West	
<b>50.9</b>	Eastern	1
<b>50.10</b>	Eastern	2
<b>50.11</b>	Eastern	3

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 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 fails to stand trial or attempts to evade trial after having been notified in writing to appear, the Trial Board may choose to 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 a reasonable excuse is given, he/she shall be subject to discipline by the Trial Board.

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

Sec. 4. All financial obligations (including but not limited to fines, assessments, and unpaid dues and fees) owed by a member under the IBEW Constitution or the bylaws of this Local Union shall constitute debts owed by the member to the IBEW or the Local Union,

and may be recovered through court action brought by the IBEW or the Local Union. If it is necessary for the Local to institute legal proceedings in order to recover any such debt, the individual member shall also be liable for all costs of said proceedings, together with a reasonable attorney's fee incurred by the Local, the amount thereof to be fixed by the Court.

Sec. 5. Each member shall keep the Financial Secretary informed of 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.

**Article XIV**  
**Amendments**

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

Sec. 2. (a) These bylaws may be amended or changed after a proposal for change or amendment has been presented at a regular Unit meeting and a majority of the members present vote in favor of the proposed change or amendment.

(b) Such proposals shall be read at two (2) regular consecutive meetings of all Units of the Local Union. Voting for acceptance or rejection of same shall be at the second regular meeting. The Recorder of each Unit shall tabulate and certify the results of such voting to the Recording Secretary of the Local Union.

(c) However, dues, admission fees, and/or assessments shall not be increased except by majority vote by secret ballot of the members in good standing voting at the second regular or special membership meetings of the respective Units.

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 meetings 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 50**

**RECORD OF AMENDMENTS**

District: Fourth

Location: Richmond, VA

**Bylaws Retyped in Entirety: August 17, 1999**

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**\* DATE**

**ARTICLES AND SECTIONS AMENDED**

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