

**BYLAWS**

**OF**

**LOCAL UNION 84**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**ATLANTA, GEORGIA**

**APPROVED: March 12, 2019**

## **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 84** of the **International Brotherhood of Electrical Workers, Atlanta, Georgia**. Local 84 shall have jurisdiction over all **Outside, Utility** and **Telephone** work as defined in Article XXVI, Sections 4, 6(a) and (b) of the IBEW Constitution when performed as follows:

(a) **Outside** (Commercial and Industrial) **including Line Clearance and Tree Trimming** work when performed in the following counties in Georgia: Berrien, Brooks, Cook, Echols, Lanier and Lowndes; work performed on the properties of private utility companies, REA Cooperatives and municipalities in the entire State of Georgia except Catoosa, Dade, Fannin, Gilmer, Gordon, Murray, Walker and Whitefield Counties.

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

Amicalola Electric Membership Cooperative  
Georgia Power Company  
Sawnee Electric Membership Corporation

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

GTE-South, Georgia Division

However, the right of the International President 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 84 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 meetings shall be held **once** monthly 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. 3. Special meetings may be called only by the Business Manager or 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.

**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 office of Business Manager and Financial Secretary shall be combined.

(c) A Business Manager shall be retained on a full-time basis.

Sec. 5. The Executive Board shall consist of President, Recording Secretary, Treasurer and 8 elected members.

One Executive Board Position will cover Unit 84.1. This unit will consist of EMC and Outside Line Construction.

One Executive Board Position will cover Unit 84.2. This unit will consist of the following counties:

Banks, Barrow, Clark, Dawson, DeKalb, Elbert, Franklin, Forsyth, Green, Gwinnett, Habersham, Hall, Hart, Jackson, Lumpkin, Madison, Morgan, Newton, Oconee, Oglethorpe, Rabun, Rockdale, Stephens, Towns, Union, Walton, White.

One Executive Board Position will cover Units 84.3, 84.8, and 84.12. This unit will consist of the following counties:

84.3 Bryan, Chatham, Effingham.

84.8 Brantley, Camden, Glynn, McIntosh, Wayne.

84.12 Bulloch, Candler, Evans, Liberty, Long, Tattnall.

One Executive Board Position will cover Units 84.4 and 84.5. This unit will consist of the following counties:

84.4 Chattahoochee, Crisp, Dooly, Harris, Macon, Marion, Meriwether, Muscogee, Schley, Stewart, Sumter, Talbot, Taylor, Troup, Webster.

84.5 Baker, Calhoun, Clay, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Quitman, Randolph, Seminole, Terrell.

One Executive Board Position will cover Units 84.6. This unit will consist of the

following counties:

Baldwin, Bibb, Bleckley, Butts, Clayton, Crawford, Dodge, Fayette, Henry, Houston, Jasper, Jones, Lamar, Laurens, Monroe, Peach, Pike, Pulaski, Putnam, Spalding, Twiggs, Upson, Wilcox, Wilkinson.

One Executive Board Position will cover Units 84.7 and 84.11. These units consist of the following counties:

84.7 Appling, Emanuel, Jeff Davis, Jenkins, Johnson, Montgomery, Telfair, Treutlen, Tombs, Screven, Wheeler

84.11 Burke, Columbia, Glascock, Hancock, Jefferson, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Washington, Wilkes.

One Executive Board Position will cover Unit 84.9 and 84.10. This unit will consist of the following counties:

84.9 Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Fannin, Floyd, Fulton (North of I-20), Gordon, Gilmer, Murray, Paulding, Pickens, Polk, Walker, Whitfield.

84.10 Beard, Carroll, Coweta, Douglas, Fulton (South of I-20), Haralson.

One Executive Board Position will cover Units 84.13 and 84.14. This unit will consist of the following counties:

84.13 Ben Hill, Berrien, Brooks, Colquitt, Cook, Echols, Irwin, Lanier, Lowndes, Thomas, Tift, Turner, Worth.

84.14 Atkinson, Bacon, Charlton, Clinch, Coffee, Pierce, Ware

Sec.6. (a) Nominations for officers shall be held in **April 2019** and election of officers shall be held in **June 2019** 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) 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. This provision shall not apply to offices that have been combined with the approval of the International President.

(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) 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) 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 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.

(f) No member shall be eligible for office unless he/she has been a member of Local Union 84 in continuous good standing for at least two (2) years immediately prior to nomination.

Sec.7. (a) The election of officers shall be conducted by mail ballot. The Executive Board shall decide the date for the mailing of the ballots, the last day on which ballots for the election will be received, the date, time and place the ballots will be counted, and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**ARTICLE IV**  
**Executive Board**

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

Sec. 2. It shall be the duty of the Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Board shall make its final report to the Local Union within sixty (60) 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 President of the Local Union shall be Chairman and the Recording Secretary shall be the Secretary.

Sec. 5. The Executive Board shall meet regularly between regular meetings of the local union at such time as it decides.

**ARTICLE V**  
**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 employ at least two (2) Assistants, one from the Production Department and one from the Operating Department.

Sec. 4. The Business Manager and/or one of his Assistants will be expected, if possible, to attend all Unit meetings.

Sec. 5. The Business Manager and/or his Assistant will be expected, when possible, to visit Unit locations where members are employed.

**ARTICLE VI**  
**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
Unit Chairman (each)	50.00 per month
Unit Recorder (each)	25.00 per month
Business Manager- Financial Secretary	A weekly salary equal to 40 times 175% of the straight time hourly rate for Journeyman Lineman.
Assistant Business Manager	A weekly salary equal to 40 times 140% of the straight time hourly rate for Journeyman Lineman.

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. Officers and members traveling on authorized Local Union business shall be reimbursed at an amount per mile as determined by the Local Union Executive Board.

Sec. 5. Officers and members shall be reimbursed the amount of money they would have earned on their job when on authorized Union business, provided the employer does not pay the member for his time; however, no overtime lost shall be reimbursed by the Local.

Sec. 6. (a) The Local Union shall pay a portion of Hospital Insurance Premium and Pension Funding Cost for all full-time regular employees of the Local Union in an amount equal to that paid by Georgia Power Company toward its employees and dependents insurance premium and funding of the Pension Plan. This amount shall be paid to the employees or to their designee.

(b) When the Business Manager employs an Assistant from Outside Maintenance and Construction, the Local Union shall pay a portion of the Health and Welfare premium in an amount equal to that paid by employing contractors toward its employee's health and welfare premium under a collective bargaining agreement with the Local Union. This amount will be paid to the employee or his designee. This Assistant will not receive the hospital insurance premium portion provided for in (a) above.

(c) The Local Union will pay the NEBF Pension Fund for all full-time regular employees of the Local Union.

Sec. 7. Upon completion of the Business Manager and/or his assistants term in office, the Local Union will pay them for any unused vacation time for the current year. They will also be paid for any vacation time that they will lose the following year with their former employers at the rate of pay of their former classification. However, they will not be able to accumulate more than one year's vacation.

**ARTICLE VII**  
**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. (a) The Business Manager and President shall, by virtue of their offices, serve as delegates to the International Convention.

(b) Additional delegates to the International Convention shall consist of at least one (1) delegate from each group of Units listed in Article III, Section 5 of these bylaws.

Sec. 4. (a) The Local Union Business Manager and President shall serve as delegates to the Georgia Electrical Workers Association and the Georgia State AFL-CIO.

(b) The Delegates to State Bodies with which the Local Union may be affiliated shall be appointed by the President.

Sec. 5. (a) Each Unit shall select a representative, to be appointed by the President, to serve on the full Georgia Power Company negotiating committee.

(b) All other negotiating committee representatives will be appointed by the President.

(c) Any member who cannot be present or who wishes to be nominated as a candidate for a member of the Negotiating Committee can submit a letter to the Unit Chairman and/or Unit Recorder indicating his willingness to accept such nomination.

**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 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 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.
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(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*) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

Sec. 5. Dues are payable monthly in advance.

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

<b>(a) "A" Members</b>	<b>Basic Dues</b>	<b>Working Dues</b>
Outside - Construction & Maintenance		
All classifications	\$16.04 plus	2% of gross wages



(b) All other "A" and "BA" Members

All other classifications                      23.82 plus    none

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

(d) The Local Union's portion of the monthly dues as provided for in (a) and (b) above shall be increased each January on the same percentage basis as any wage increase received by the members employed by the Georgia Power Company during the preceding calendar year. Each change shall become effective following approval by the International President.

(e) All members employed on Outside Maintenance and Construction work shall maintain type "A" membership.

**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 XVIII of the IBEW Constitution and these bylaws.

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (or the President or the Executive Board, as the Local Union decides, shall employ a public accountant or a combination of quarterly audits by the Auditing Committee and a yearly audit by a public accountant) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to 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 June 30.

**ARTICLE XI**  
**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. When applicants for membership are approved by the local unit, such application shall be forwarded to the Local Union Executive Board with a recommendation of acceptance.

## **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) elective members.

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in April 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. (a) 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.

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

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

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

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

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

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

**Chairman:** The duties shall be similar to those of the Local Union's President but

shall in no way conflict.

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

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

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

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

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 84:

- 84.1 EMC-REA & Outside Maintenance and Construction
- 84.2 Athens
- 84.3 Savannah
- 84.4 Columbus
- 84.5 Albany
- 84.6 Macon
- 84.7 Baxley-Vidalia
- 84.8 Brunswick
- 84.9 Rome
- 84.10 Newnan-Carrollton
- 84.11 Augusta
- 84.12 Statesboro
- 84.13 Valdosta
- 84.14 Waycross

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

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

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

Sec. 5. Each member shall keep the Financial Secretary informed of 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. Members shall show their working cards or receipts upon request of the Business Manager or Stewards.

Sec. 12. The Chairman of each Unit is hereby authorized and instructed to spend a sum not to exceed an amount as determined by the Executive Board for a suitable tribute, or an appropriate Bible, for deceased members and the following relatives of members: Wife, husband, mother, father children, mother-in-law, father-in-law, stepmother, stepfather, grandchildren and adopted children. Members shall be obligated to notify the Chairman of their Unit in the event of such death.

Sec. 13. When a working agreement and wages in an agreement are to be voted upon, such voting shall be done by secret ballot of the members covered by the agreement.

All votes on termination of a working agreement and all strike votes shall be taken by mail balloting. Ballots shall be mailed to each member's last known mailing address, who is employed under that agreement affected by the vote.



**ARTICLE XIV**  
**Local Union 84 Building Corporation**

Sec. 1. Members in good standing in Local Union 84 shall also be members in good standing in Local Union 84, IBEW, Building Corporation.

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 of 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 Corporation of the above action taken.

Sec. 4. It shall be the duty of the President of Local 84, IBEW, Building Corporation 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 84, IBEW, Building Corporation.

Sec. 5. The Local Union officers including all members of the Local Union Executive Board shall constitute the Board of Directors of the Local Union 84, IBEW, Building Corporation. 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 84, IBEW, Building Corporation.

**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 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 84  
RECORD OF AMENDMENTS**

District: Fifth  
Bylaws Retyped in Entirety: September 22, 2010

Location: Atlanta, Georgia

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**DATE                   ARTICLES AND SECTIONS AMENDED**

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9/22/10	Update to Pattern
10/23/17	Art. I, Sec 1(a) amended.
3/12/19	Art. III, Sec. 5; Art. IX, Sec.'s 6(a) & 6(b), and Art. XII, Sec. 11 amended.