

BYLAWS

OF

LOCAL UNION 716

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

HOUSTON, TEXAS

APPROVED: December 20, 2024

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 716** of the International Brotherhood of Electrical Workers, **Houston, Texas**. Local Union **716** shall have jurisdiction over all Inside, Teledata, Radio-Television Service, Sound and Public Address, Electrical Manufacturing, and Utility work as defined in Article XXVI, Section(s) 4, 5, 6, and 8, of the *IBEW Constitution* when performed as follows:

(a) **Inside, Line Clearance and Tree Trimming, Radio-Television Service, Sound and Public Address, and Teledata** work when performed in the following Counties or portions thereof in the State of Texas:

COUNTY	PORTION
Austin	entire County
Brazoria	that portion north of the Missouri Pacific Railroad and west of Chocolate Bayou
Brazos	entire County
Colorado	entire County
Fort Bend	entire County
Grimes	entire County
Harris	that portion north and west of a line beginning at the Chambers-Harris County line and Interstate Route 10; west on Route 10 to the San Jacinto River; south on the San Jacinto River to Independence Parkway; southwest and south on Independence Parkway to State Highway 225; east on State Highway 225 to Underwood Road; south on Underwood Road to Spencer Highway; west on Spencer Highway to Willow Spring Bayou; south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston County line.
Jackson	entire County
Lavaca	entire County
Liberty	that portion west of the Trinity River
Madison	entire County
Matagorda	entire County
Montgomery	entire County
San Jacinto	entire County
Walker	entire County
Waller	entire County
Washington	entire County
Wharton	entire County

(b) **Electrical Manufacturing** work when performed by employees of:

- * General Electric Company, Distribution Equipment Division, Houston, Texas

- * J. W. Lighting, Inc., a division of Hanson Trust, Houston, Texas
- * USA Conduit, Inc., Manufacturing Company of Houston, Texas
- * Westinghouse Electric Company; Houston Apparatus Service Plant

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 **716** shall cover the "A" and "BA" types of membership.

ARTICLE II

Meetings

Sec.1. Regular meetings shall be held **once** a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

Sec.2. Special meetings may be called only by the Business Manager or the Executive Board. The members shall be notified in writing (*by mail, leaflets, in the Union newspaper, or on accessible bulletin boards*) of any special meeting. No business shall be transacted at any special meeting except that for which it has been called.

ARTICLE III
Officers - Elections - Duties

Sec. 1. The officers shall perform such duties as are stated in Article XVII of the *IBEW Constitution*. In addition, they shall perform such duties as are outlined in these bylaws and such duties as may be assigned to them by the Local Union and which are not in conflict with the *IBEW Constitution* and these bylaws.

Sec. 2. Failure of officers to perform their duties, the suspension or removal of any officer and the filling of any vacancies, shall be dealt with as stated in Article XVI of the *IBEW Constitution*.

Sec. 3. All officers and representatives and all employees shall be bonded to the extent required by the International or any applicable Federal or State law whichever is greater. The bond shall be secured through the International and the premium shall be paid by the Local Union.

Sec.4. (a) At a general or specially called meeting of the local union at least eighty (80) days prior to the meeting of the Local Union when 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..

(b) After nominations have been made and those nominated are found to be qualified, the Election Board shall have ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the *IBEW Constitution*. Such ballots shall not contain any identifying numbers or marks.

(c) Members in good standing and qualified to vote who expect to be unable to visit the polls on election day, may at any time within thirty (30) days but not less than five (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two(2) envelopes. One envelope shall be smaller than the other and shall be marked only with the words **OFFICIAL BALLOT**. The larger envelope shall be pre-addressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his/her name and address.

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

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

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

(g) The Election Board shall select a depository to which the envelopes containing the absentee ballots shall be mailed. This shall not be the Local Union Post Office Box or the Local Union Headquarters. (*Cost of such depository shall be paid by the Local Union.*) This Board shall advise the Local Union of the location of such depository in sufficient time to prepare the preaddressed envelopes.

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

(i) Voting shall be by secret ballot.

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

(k) In the event the 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 candidates for the Local Union Executive Board or Examining Board which shall be decided for the candidate receiving the most votes.

(l) When a run-off election is necessary, such run-off election shall be held twenty-one (21) days after the regular election is held.

Sec. 5. (a) Voting machines, if available, may be substituted for printed ballots when voting at the polls. All applicable requirements in the foregoing section shall apply, when voting machines are used, in the same manner as though a printed ballot were used.

(b) When voting machines are used, one shall be furnished for any area where one hundred fifty (150) or more members reside outside Harris County. All voting machine tabulations shall be retained as required above.

Sec. 6. (a) The officers shall be those provided for in Article XVI of the *IBEW Constitution*.

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

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

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

Sec.8. The Examining Board shall consist of **five (5)** elected members.

Sec. 9 (a) Nominations for officers shall be held in **May 2025**, and election of officers shall be held in **June 2025** 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 with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required. Said notice shall also include all details concerning the availability of the absentee ballot.

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

(c) Every candidate shall have the right once within thirty (30) days prior to the election to inspect a list containing the names and last-known addresses of all the members of the Local Union. Such list of members shall be maintained and kept by the Local Union. **The membership list shall not be copied for the use of any candidate.**

(d) No member shall be eligible for office unless he/she has been a member of Local Union **716** in continuous good standing for at least two (2) years immediately prior to nomination.

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

Sec. 10. In addition to duties prescribed by the *IBEW Constitution*, the Business Manager shall issue all Building Trades Council cards. The Business Manager shall also have charge of the Seal of the Local Union and affix same to receipts, documents and other papers of the Local Union when same shall be necessary.

Sec. 11. In addition to the duties prescribed in the *IBEW Constitution*, the Recording Secretary shall keep the official copy of the Local Union's bylaws, together with copies of all approved amendments thereto.

ARTICLE IV
Executive Board

Sec. 1. The duties of the Executive 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 Executive 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 as it decides.

Sec. 6. A report on all expenses approved by the Executive Board shall be included in the Minutes of the Executive Board meetings and reported to the Local Union for approval.

ARTICLE V
Examining Board

Sec 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications of members as provided in Article XIX of the *IBEW Constitution*. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Sec. 2. The Examining Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Examining Board shall retain all records of examinations given for at least two (2) years.

Sec. 3. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.

Sec. 4. Examinations given by the Board shall be designed to test an applicant's qualifications and knowledge of rules and regulations governing his/her particular classification of work and his/her experience of the trade.

Sec. 5. Each applicant shall be required to pass satisfactorily an examination with a grade of 75 percent or more, covering his/her classification of membership.

ARTICLE VI
Business Manager

Sec. 1. The Business Manager shall perform such duties as are stated in Article XVII of the *IBEW Constitution* and these bylaws. Also, the Business Manager shall perform such other duties as may be assigned by the Local Union and which are not in conflict with the *IBEW Constitution* and these bylaws.

Sec. 2. The Business Manager shall report to the Executive Board and the Local Union when called upon, or when he/she deems such necessary. The Executive Board and Local Union officers shall cooperate with the Business Manager in the performance of the duties of the office and shall not work in conflict with the Business Manager.

Sec. 3. The Business Manager shall appoint all representatives or assistants who shall work directly under his supervision and shall be subject to his authority.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be as follows:

President	\$75.00 per month
Vice President	25.00 per month
Recording Secretary	40.00 per month
Treasurer	30.00 per month
Executive Board Members	12.00 per meeting
Examining Board Members	10.00 per meeting
Business Manager/Financial Secretary	a weekly salary equal to 40 times 155% of the Journeyman Wireman's straight time hourly rate.
Assistant Business Manager	a weekly salary equal to 40 times 128% of the Journeyman Wireman's straight time hourly rate.

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

Sec. 4. Full-time officers shall receive all fringe benefits received by Journeymen Inside Wiremen under the terms of the Local Union Agreement including two (2) weeks paid vacation per year after one (1) year's service. If the officer is terminated, he shall receive pro-rated vacation pay.

Sec. 5. All officers and members shall be reimbursed for actual lost time at their regular straight-time rate of pay while attending to Local Union business when supported by a voucher. Eight (8) hours pay per day and forty (40) hours pay per week, Monday through Friday, shall be maximum reimbursements.

Sec. 6. Officers shall be limited to two (2) weeks paid sick leave per fiscal year.

Sec. 7. The Business Manager and Assistant Business Manager shall be reimbursed for the use of their personal cars on Local Union business at a rate per mile as determined by the Executive Board.

Sec. 8. All officers, delegates, committeemen, and members who receive an advance in money from the Local Union to attend any convention or Union function, shall upon return from such, give an itemized account of expenditures to the Executive Board, supported by receipts and shall return all unspent money to the Local Union .

Sec. 9. There are hereby authorized the following expenses:

(a) The President shall receive \$10.00 per week expenses plus \$3.00 expenses for each committee meeting attended. Both allowable expenses not to exceed \$72.00 per month.

(b) The Recording Secretary shall receive \$10.00 per week expenses not to exceed \$50.00 per month.

(c) The Treasurer shall receive \$10.00 per week expenses not to exceed \$50.00 per month.

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

Sec. 4. The President shall appoint a Bylaws Committee for the purpose of reviewing all proposed changes and amendments to these bylaws. This committee shall study all proposed changes between the first and second readings and report their recommendations following the second reading of the proposed change.

Sec. 5. The Business Manager, by virtue of the office, (or his designated representative) shall be appointed to serve as a Trustee to each of the Trust Funds except the Electrical Medical Trust Fund.

Sec.6. (a) The President shall appoint a Trade Union Study Committee consisting of six (6) Journeymen and two (2) Apprentices. The Committee shall select its own Chairman.

(b) The purpose of the Committee shall be to compile information and conduct classes on the history and mode of operation of the IBEW and its relationship with other trade Unions.

(c) This section is approved with the understanding that the authority of the Trade Union Study Committee shall in no way conflict with that of the Executive Board or the Local Joint Apprenticeship and Training Committee.

Sec. 7. The Historical Committee shall consist of the following members: Business Manager, President, Chairman of the Executive Board, Chairman of the Examining Board, and one (1) member at large.

The Committee shall report to the membership every six (6) months, with the report in June 1993, and every six (6) months thereafter. The Committee shall appoint its own Chairman.

The Committee shall gather all important information, pictures, and materials relating to the history of Local Union **716** and make them available for all members to see.

A Minute Book shall list all information gathered by the Committee.

Sec.8. (a) Delegates and Alternates to affiliated Labor Council Conventions shall meet the requirements of officers as provided for in Article III, Section 9(b), of these bylaws.

(b) Apprentices and trainees shall not be eligible to serve as elected delegates nor alternates.

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

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

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

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

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

ARTICLE X
Assessments - Admission Fees - Dues

Sec. 1. All assessments imposed in accordance with the *IBEW Constitution* and these bylaws must be paid within the time required to protect the member's continuous good standing and benefits.

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

Members shall not be required to pay assessments for welfare benefits in which they cannot participate.

Sec. 2. No money shall be collected from anyone working within the jurisdiction of this Local Union other than to apply on admission fees, dues and assessments established in accordance with the *IBEW Constitution* and these bylaws.

Sec. 3. The admission fees shall be:

(a) "A" Membership	Journeyman	Apprentice	Other
Alarm Technician	\$ 15.00	\$-.-	\$-.-
Cable Splicer	100.00	-.-	-.-
Communications Technician	15.00	15.00	-.-
Electrical Engineer	100.00	-.-	-.-
Electronic Technician	100.00	-.-	-.-
Construction Wireman/ Construction Electrician	100.00	-.-	-.-
Lightning Protection Technician	100.00	-.-	-.-
Maintenance Electrician	15.00	10.00	-.-
Maintenance - Instrument	15.00	-.-	-.-
Marine Wireman	35.00	-.-	-.-
Radio-TV Service Technician	15.00	-.-	-.-
Residential Trainee	-.-	-.-	10.00
Residential Wireman	-.-	-.-	25.00
Shopman	10.00	10.00	10.00
Electric Signman	100.00	50.00	-.-
Tube Bender	100.00	50.00	-.-
Sign Erector & Serviceman	-.-	-.-	25.00
Sign Assembler & Fabricator	-.-	-.-	25.00
Assistant Signman	-.-	-.-	15.00
Welder	100.00	-.-	-.-
Wireman	100.00	50.00	-.-

(b) "A" or "BA" Membership

Office Clerical:

All classifications	-.-	-.-	15.00
Sound and Public Address:	25.00	25.00	-.-
Utility:			
All classifications	15.00	15.00	15.00
All other classifications	3.00	3.00	3.00
Teledata: All Classifications	-.-	-.-	25.00

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

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

(a) "A" and "BA" Members	Basic Dues	Working Dues
Construction- All classifications (Shall include all members working under the basic Construction, Sign and Building Trades Maintenance and Specialty Agreements Sound and Public Address Teledata All Classifications	\$3.00	plus 4% gross wages
	\$3.00	plus 1-1/2 gross wages

Working dues shall be collected on all hours worked, based on straight time rate of pay.

	Basic Dues	Working Dues
Manufacturing All classifications	\$8.50	None
Utility All classifications	\$12.00	None

All other classifications
 All members employed outside
 the basic Construction, Sign
 and Building Trades Maintenance
 and Specialty Agreements.
 (Example: owners, superintendents,
 estimators, managers, Residential,
 Telephone, Alarm, Marine,
 Radio-TV, Communication,
 Maintenance, etc.)

	\$12.00	None
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(b) Applicable International per capita and all assessments to be paid in addition to the above dues.

(c) Unemployed members and members working outside the jurisdiction of Local Union **716** shall pay basic dues only plus the International payments provided for in (a) above.

(d) Basic dues and International payments are payable **monthly** in advance.

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

(f) All members working on Building and Construction Trades jobs and Outside Construction work as employees of Contractors shall maintain type "**A**" membership.

(g) All members working in Units 1, 2, or 3 will pay fifty cents (50¢) special working dues per month per member in addition to the monthly dues (as provided for above in subsections (a) and (b) to go into the Local Union General Fund to help defray the cost of the Unit's educational expenses).

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 there from. Disbursements shall be made in accordance with Article XVIII of the *IBEW Constitution* and these bylaws.

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (*or the President or the Executive Board, as the Local Union decides, shall employ a public accountant*) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to see that Local Union moneys turned over to the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve (12) month period ending **December 31**.

Sec. 4. There shall be established and maintained the following and separate fund accounts of the Local Union, and the money deposited therein shall be disbursed only in accord with the purposes for which such respective fund is established.

(a) General Fund Account

All monthly dues and assessments, except benefit assessments, together with all other receipts of the Local Union shall be deposited in the General Fund Account.

Payments of per capita tax and assessments to the International Office and any central body with which this Local Union is affiliated, and the expenses of organizing shall be paid from this fund.

(b) Death Benefit Fund Account

All assessments collected for the payment of death benefits shall be deposited in the Death Benefit Fund and shall be used only for the payment of benefits as provided in these bylaws.

(c) Sick and Accident Benefits Fund Account

All assessments collected for the payment of benefits shall be deposited in the Sick and Accident Benefits Fund and shall be used only for the payment of benefits as provided in these bylaws.

(d) Dues Benefit Fund Account

All assessments collected for the payment of dues benefits shall be deposited in the Dues Benefit Fund and shall be used only for the payment of benefits as provided in these bylaws.

ARTICLE XII
Dues Benefits

Sec. 1. **Dues Benefit Fund Account.** There is hereby established in Local Union **716** a Dues Benefit Fund Account for the purpose of providing benefits as hereinafter stated in this article.

Sec. 2. **Dues Benefit Assessment**

(a) Each "A" member of Local Union **716** shall be assessed immediately one dollar (\$1.00) in advance to create this Dues Benefit Account.

(b) After the initial establishment of the Fund as mentioned in paragraph (a) above, each "A" member of Local Union **716** shall be assessed one dollar (\$1.00) per year on July 1 thereafter, to replenish and maintain the fund.

Beginning in July 2017 there shall be no "A" member assessment of \$1.00 through July 2019 and will be reactivated in July 2020 automatically.

(c) All requests must be in writing and signed by the member making the request. Each request shall be submitted to the Executive Board for approval before being acted upon by the Local Union. Each request for assistance shall be reviewed at the end of ninety (90) days at which time an extension may be granted as provided for above.

Sec.3. **Dues Benefit.** The Funds derived from this assessment shall be used to pay sick and disabled "A" members' dues who are financially unable to pay them.

Sec. 4. The purpose of the Dues Benefit Fund is to keep a deserving member from losing their standing in, or becoming suspended from, the IBEW through no fault of their own.

Sec. 5. Each "A" member who has their dues paid from this Fund shall repay the money drawn from it when he/she is able to return to work at the trade. The money shall be repaid at the rate of one dollar (\$1.00) per day worked.

Sec. 6. No benefits shall be paid in excess of the current funds in the Dues Benefit Fund Account at the time the benefits are payable.

Sec. 7. No other money than those herein authorized shall be transferred to the Dues Benefit Fund Account without prior approval of the International President.

Sec. 8. This fund is not maintained under a written trust.

ARTICLE XIII

Death Benefits

Sec. 1. (a) There is hereby established in Local Union **716** a Death Benefit Fund account for the purpose of providing death benefits as hereinafter stated in this article.

(b) Upon the death of a participating member in good standing, each member or retired member of the Local Union participating in the benefit provided in this article, shall be assessed the sum of \$2.00. Each participating member and retired participating member or new member shall be assessed \$12.00 in advance, to be paid in not less than three (3) months, to create this death benefit fund account. Should as many as six (6) deaths occur in any quarter, all participating members shall be assessed immediately to reimburse the fund to cover future deaths. Members who do not pay their death assessments at least quarterly, will automatically stand suspended and lose all benefits provided for under this Death Benefit Fund. Any member wishing to be reinstated after being dropped shall pay a \$12.00 reinstatement fee. Any new member or any member being reinstated shall be required to wait ninety (90) days from date of application for reinstatement before his/her beneficiary or beneficiaries shall receive any benefits from this fund. In the event of the member's death prior to the completion of this waiting period, his/her beneficiary or beneficiaries shall receive the reinstatement application fee plus any and all death assessments paid during said waiting period. Any member on a Military Service Card and not participating in the Death Benefit Fund shall not be entitled to benefits.

Sec. 2. (a) The funds derived from this assessment shall be paid to the beneficiary or beneficiaries of the deceased to whom our International Office pays death benefits, unless otherwise instructed in writing.

(b) Upon the death of a member entitled to death benefits, an amount of \$2.00 for each participating member shall immediately be paid to the beneficiary or beneficiaries of the deceased from the Death Benefit Fund of the Local Union. This payment from the Death Benefit Fund shall be refunded from the assessments provided by Section 1, paragraph (b) of this article.

(c) Any participating member in good standing in this Death Benefit Fund at the time of his/her receiving a Military Service Card as per Article XII, Section 10, of the *IBEW Constitution* shall be reinstated immediately upon deposit of his/her military service card with the Financial Secretary of the Local Union and shall become eligible for benefits from this fund without being required to serve any waiting period, or paying any reinstatement fee.

(d) Upon the death of a participating member in good standing, all money paid in advance on the Death Benefit Fund shall be reimbursed to his/her beneficiary or beneficiaries.

Sec. 3. The President shall appoint a committee to extend the sympathy of the Local Union to the family of the deceased.

Sec.4. No other money than those herein provided shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 5. This fund is not maintained under a written trust.

ARTICLE XIV
Sick and Accident Benefits

Sec. 1. Sick and Accident Benefits Fund Account

There is hereby established in Local Union **716** a Sick and Accident Benefits Account for the purpose of providing benefits as hereinafter stated in this article.

Sec. 2. Weekly Benefits

Participating members in good standing, upon becoming sick or injured and unable to work, shall be entitled to benefits from current funds in the Sick and Accident Fund account according to the schedule in Section 3 of this article. Benefits shall be paid only if the sickness or disability continues for seven (7) days and shall be paid for each full week of sickness or disability, beginning on the date that the illness or disability is reported to the office of the Local Union Financial Secretary. The Local Union Financial Secretary, upon receiving such notice, will forward to member, forms to be executed and returned to the Local Union office. Not more than twenty-six (26) weekly payments will be made on any one disability or sickness. No benefits shall be paid in excess of the current funds in the Sick and Accident Benefits Fund account at the time the benefits are payable.

Sec. 3. To provide for the financing of benefits, each participating member shall be assessed according to the following schedule:

Assets of Fund at 1st of Preceding Month	Assessments Per Month	Benefits Per Week
up to \$10,000	\$2.00	\$20.00
\$10,001 to \$15,000	2.00	25.00
\$15,001 to \$20,000	2.00	30.00
\$20,001 to \$25,000	2.00	35.00
\$25,001 and over	2.00	50.00

Sec. 4. Participating Members

(a) Any member of Local Union **716**, IBEW, applying for participation after November 8, 1957, shall be required to wait thirty (30) days from the date of his/her application before being accepted as a participating member; however, no claims for benefits on surgery or old illnesses shall be considered until six (6) months have lapsed from the date of admission into the Sick and Accident Fund. Participating members who leave the jurisdiction may continue to participate in the Sick and Accident Benefit Fund.

(b) Assessments shall be paid in advance and may be paid only with the Union dues and/or assessments. Assessment payments shall be indicated on the dues receipt. If any participating member fails to pay the assessment within thirty (30) days after their dues are due, they shall no longer be considered a participating member nor be entitled to benefits provided for in Section 2 of this Article.

(c) Any participating member receiving a Military Service Card as per Article XII, Section 10, of the *IBEW Constitution* shall be reinstated immediately upon deposit of his/her Military Service Card with the Financial Secretary of the Local Union and shall become eligible for benefits from this fund without being required to serve any waiting period.

Sec. 5. The Sick and Accident Committee

(a) The Committee shall review claims and decide all questions arising relative to eligibility of any member to collect benefits from the Fund.

(b) The Committee shall contact all sick and disabled members within the Local Union jurisdiction and shall use whatever means practical to contact those out of the jurisdiction.

(c) The Committee shall institute rules and procedures for the administration of the Fund in accordance with these bylaws.

(d) All members of the Sick and Accident Committee shall maintain membership in the Sick and Accident Benefit Fund.

(e) The Business Manager of the Local Union shall be a member of the Committee and shall administer the Fund according to the rules and procedures as outlined by the bylaws.

Sec. 6. Written Reports at Union Meeting

The financial condition of the Sick and Accident Benefit Fund account and the Dues Benefit Fund Account shall be read under the heading of Accidents, Sickness, and Death of Members, once a month at the regular Local Union meeting.

Sec. 7. No other money than those herein provided shall be transferred to the Sick and Accident Benefit Fund without the prior approval of the International President.

Sec. 8. This Fund is not maintained under a written trust.

ARTICLE XV
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 Union 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 shall be admitted into the Union under these classifications after thirty (30) days of employment and shall work on residential wiring only.

(b) A Residential Wireman 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, 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 shall be made aware of and agree to these provisions prior to admission into the Union.

Sec. 5. Each applicant shall be required to pass satisfactorily an examination with a grade of 75 percent or more, covering his classification of membership.

Sec. 6. The membership of the Local Union shall be divided into the following classifications:

(a) **Journeyman:**

- Alarm Technician
- Cable Splicer
- Communications Technician
- Electrical Engineer
- Electronic Technician
- Construction Wireman/Construction Electrician
- Lightning Protection Technician
- Maintenance Electrician
- Maintenance - Instrument
- Marine Wireman
- Radio-TV Service Technician
- Residential Wireman
- Shopman
- Electrical Signman
- Tube Bender
- Sign Erector & Serviceman
- Sign Assembler & Fabricator
- Assistant Signman
- Sound Engineers
- Welder
- Wireman

(b) **Apprentices and Trainees:**

Apprentices:

- Wireman
- Tube Bender
- Electrical Signman
- Electrical Maintenance
- Sound Engineer
- Shopmen
- Communications Technician

Trainees:

- Residential

(c) Journeyman Wireman shall include members working under the classification of Wireman as set forth in Article XXVI, Section 5, of the *IBEW Constitution*.

(d) Tube Benders shall include members engaged in bending, pumping and repairing of all inert gas tubing used as a conductor of electricity for whatever purpose intended.

(e) Journeyman Electrical Maintenance Men shall include all members performing maintenance work as defined in Article XXVI, Section 5, of the *IBEW Constitution*.

(f) Journeyman Shopmen shall include all members engaged in manufacture and rebuilding of electrical equipment and apparatus as described in Article XXVI, Section 5, of the *IBEW Constitution*.

(g) Radio Service Technicians and Television Service Technicians shall include all members performing work covered by Article XXVI, Section 6, of the *IBEW Constitution*, except television and commercial radio broadcast work.

(h) Marine Wiremen shall include all members performing Marine work.

(i) Residential Wiremen shall include members working on work covered by the Residential Agreement.

(j) Alarm Technicians shall include all members performing burglar and/or fire alarm work.

(k) Lightning Protection Technician shall include all members performing work on and installing Lightning Protection Systems.

(l) Communications Technicians shall include all members performing work covered by Article XXVI, Section 6(b), of the *IBEW Constitution*.

Sec. 7. Members of one classification shall not perform work belonging to another classification of membership without permission of the Business Manager.

Any member violating this provision shall be dealt with as decided by the Executive Board.

Sec. 8. Any member desiring to change their classification in the Local Union shall be required to pass satisfactorily the examination for the classification to which they desire to transfer. Members shall be required to pay any difference in admission fees prevailing at the time they became members when changing their classification.

Sec. 9. Apprentices shall attend the meetings of the Local Union and shall have a voice and vote, but shall not be permitted to hold office.

Sec. 10. (a) Any journeyman member shall be required to remain in their classification for a period of five (5) years before being eligible to take the Journeyman Inside Wireman's examination.

(b) Have four (4) years' experience in the trade in the Inside Electrical Construction Industry.

ARTICLE XVI
Electric Building Corporation

Sec. 1. The President, Business Manager and three (3) members elected from the Executive Board of the Local Union shall serve as the Board of Directors of the 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 the Corporation.

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

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

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

ARTICLE XVII
Electrical Workers Educational Foundation, Inc.

Sec. 1. The President, Business Manager and three (3) members elected from the Executive Board of the Local Union shall serve as the Board of Directors of the 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 the Corporation.

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

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

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

ARTICLE XVIII

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 date.

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.

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 to 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 **716**:

- 716.1 Maintenance**
- 716.2 Manufacturing**
- 716.3 Radio and Television Service Technicians**
- 716.4 Construction - Bryan, Texas**
- 716.5 Residential Wireman**
- 716.6 Maintenance - Freeport, Texas**
- 716.7 Sign**
- 716.8 Teledata**

ARTICLE XIX

General Laws

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members (*except officers or representatives of a Local Union, Railroad Council, or System Council*) for violation of the *IBEW Constitution*, these bylaws, or an approved working agreement. All charges against a member must be in writing and signed, specifying the provision(s) of the Constitution, bylaws, or working agreement allegedly violated. A brief factual written statement of the act(s) considered to be in violation, including relevant dates, places and names, should be given by the charging party. A copy of the charges must be furnished to the accused by the Recording Secretary with notice of when to appear before the Trial Board.

Sec. 2. A charged member may, upon request, have an IBEW member in good standing as Counsel. However, no lawyer, as such may serve as Counsel in a hearing of the Trial Board. No person not a member of the IBEW may be present at such hearing, except as a witness.

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

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

Sec. 4. All 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, in turn, shall notify the International Secretary.

Sec. 6. The parliamentary rules of this Local Union shall be those stated in Article XV of the *IBEW Constitution*.

Sec. 7. The *IBEW Constitution* is hereby made a part of these bylaws. Where there is doubt concerning any section of these bylaws or where such might appear to be in

conflict with the *IBEW Constitution*, then the *IBEW Constitution* shall control and must be followed.

Sec. 8. Words in these bylaws in the masculine gender shall include the feminine.

Sec. 9. Members shall be supplied with copies of the *IBEW Constitution*, these bylaws, and the working agreement upon request to the Local Union.

Sec. 10. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Sec. 11. When a member does not work more than a period of twenty-four (24) hours due to conditions other than weather or sickness, such members shall report immediately to the office of the Business Manager, furnishing their name, employer's name and the date unemployed.

Sec. 12. Members shall show their receipts upon request of the Business Manager, Stewards and other members.

Sec. 13. Any member who fails to report to the Business Manager/Financial Secretary or to the Executive Board any violation of the working agreement or bylaws of this Local Union within twenty-four (24) hours shall be subject to discipline.

Sec. 14. Any member found guilty of working for less than the prevailing rate of wages shall be subject to discipline.

Sec. 15. (a) When it is found upon investigation that any member is not a competent electrical worker or not sufficiently informed or acquainted with the class of work in which he/she is engaged, such member will be required to attend electrical study classes or otherwise acquire such knowledge to keep abreast of the grade for the classification in which he/she is employed.

(b) The Examining Board shall be empowered to handle all details in connection with this matter. The Board shall have full authority to summon members before it for investigation or examination. Should any member decline or fail to appear before the Examining Board when notified, he/she shall be subject to discipline.

Sec. 16. Any member failing to appear before the Executive Board when summoned by the Business Manager or the Executive Board of this Local Union shall be subject to discipline unless an acceptable excuse is given.

Sec. 17. (a) The Business Manager may require any member of the Local Union to serve on picket duty whenever he deems such service necessary. Such members shall be selected in the order that they appear alphabetically on the Local Union membership list. No member shall be required to serve more than eight (8) hours picket duty per year, unless the membership list is exhausted. Any member failing to serve on picket duty

when requested by the Business Manager or his delegated assistants shall be subject to discipline.

(b) The Business Manager may, at his discretion, utilize members selected for picket duty under the provisions set forth in Article XIX, Section 17(a), of these bylaws for alternate duties beneficial to the advancement of the Local Union. However, no member may be required under the provisions of this section to serve the Local Union in any capacity of a political nature.

Sec. 18. The Business Manager shall be authorized to send a floral tribute upon the death of any member, member's wife, mother, father, or children, or any other floral tribute the Business Manager may deem necessary.

The Business Manager may also donate the sum of \$100.00 to a medical research organization or recognized charity in lieu of flowers, when requested by the member or member's family.

Sec. 19. It shall be a violation of these bylaws to intentionally or unintentionally deface, destroy or otherwise damage the property or any part of the property of Local Union 716. Any member who shall violate this section of the Local Union bylaws shall be subject to discipline.

Sec. 20. Where discipline may be required for violation of Local Union rules, the *IBEW Constitution* or these bylaws, the member shall be charged and tried, in accordance with Section(s) 1, 2, and 3 of this article.

Sec. 21. A member who wishes to resign from the Local must submit the resignation in writing to the Local Union, and it shall become effective upon receipt by the Local Union.

The Local Union shall acknowledge receipt of the resignation and shall advise the member in writing that all rights and/or benefits of membership are forfeited upon the effective date of the resignation.

The above procedure shall also apply to a member on a Participating Withdrawal Card except that the resignation is to be submitted by the member in writing to the International Secretary-Treasurer with a copy to the Local Union for processing.

ARTICLE XX
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 716
RECORD OF AMENDMENTS**

District: Seventh
Bylaws Retyped in Entirety: January 8, 1990

Location: Houston, Texas

DATE	ARTICLES AND SECTIONS AMENDED
8/20/90	Art. X, Sec. 6(a) revised. Art. XI, Sec. 5(f) added.
8/18/92	Art. VII, Sec. 1 revised; Updated referenced articles to comply with Constitution.
6/2/93	Art. VIII, Sec. 7 added.
11/03/94	Art. VI, Sec. 3 revised.
11/14/94	Art. II, Sec. 1 corrected.
12/27/94	Art. XIII, revised.
2/18/98	Art. I, Sec. 1; Art. III, Sec. 6(b&c), Secs. 9(a) and 10; Art. VII, Sec. 1 and 7; Art. VIII, Sec. 7; Art. X, Sec. 3(b) and 6(a); Art. XIV, Sec. 5(e); Art. XVI, Sec. 1; Art. XIX revised.
4/7/98	Art. X, Sec. 3(a); Art. XV 6(a) amended.
9/17/99	Art. X, Sec. 3(a),(b) and 6(a) amended.
1/14/00	Art. X, Sec. 6(a) amended.
8/31/00	Art. XIX, Sec. 18 amended.
10/1/01	Art. VI, Sec. 3 deleted; Art. X, Sec. 3(b) & 6(a)amended; Art. XV, Sec. 6(a) amended; Art. XVIII, Sec. 11 amended.
10/28/02	Art. X. Sec. 6(a) amended.
4/14/04	Art XIX Corrected.
2/12/07	Art. III, Section 9(e) amended. Updated Constitutional Articles.
8/01/07	Art. XV, Section 6(b) amended.
9/12/07	Art. X, Section 3(a) amended. Article XV, Section 6(a) amended.
3/25/08	Art. XIX, Sec. 21 added
10/18/16	Art. XII, Sec. 2(b) amended.
10/23/17	Art. I, Sec. 1(a) amended.
1/23/18	Art. I, Sec. 1(a) amended.
12/20/24	Art. III, Sec. 4(a); Art. X, Sec. 6(a) and Art. XI, Sec. 4(e) amended.