BYLAWS

OF

LOCAL UNION 340

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

SACRAMENTO, CALIFORNIA

APPROVED: June 4, 2026

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 340** of the International Brotherhood of Electrical Workers, **Sacramento, California.** Local Union **340** shall have jurisdiction over all **Inside, Sound and Communications, and Radio-Television Service** work as defined in Article XXVI, Section(s) 4, 5, and 6, of the *IBEW Constitution*, when performed as follows.

Inside, Sound and Communications and Radio-Television Service work when performed in**:**

Alpine*, Amador, Butte, Colusa, El Dorado* Glenn, Lassen, Nevada*, Placer*, Plumas, Sacramento, Shasta, Sierra*, Sutter, Tehama, Trinity, Yolo and Yuba counties.

* These portions West of the Main Sierra Mountain watershed.

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 Local Union **340**, as a part of the International Brotherhood of Electrical Workers, are namely to develop and maintain a higher standard of skill; to encourage the formation of schools of instruction for teaching the practical application of electricity and for trade education generally; to support and promote such charitable and social activities as are approved by the membership; to unite with other labor organizations in activities for mutual aid and protection; to promote and educate an awareness in the membership and the public at large to the problems of working people and to recommend candidates for public office who support the positions of working men, women and labor.

It shall be the policy of this Local Union to promote and encourage all safety methods and practices by which the hazards of our work may be reduced or eliminated and by which the health and well being of our members and their families may be benefited, on the job, at their leisure and in their homes.

Sec. 3. Local Union **340** shall cover the "**A"** and **"BA"** types of membership.

ARTICLE II
Meetings

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

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

ARTICLE III
Officers - Elections - Duties

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

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

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

Sec. 4. (a) The officers shall be those provided for in Article XVI of the *IBEW Constitution*.

(b) The offices of Business Manager and Financial Secretary shall be combined and shall be retained on a full-time basis.

Sec. 5. The **Executive Board** shall consist of the President, Recording Secretary, and **five (5)** elected members to be elected at large, so as to represent as nearly as possible all segments of the Local Union.

Sec. 6. The **Examining Board** shall consist of **five (5)** elected members.

Sec. 7. (a) Nominations for officers shall be held in **May 2028** and election of officers shall be held in **June 2028** and every **three (3) years** thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

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

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

(d) The Local Union shall comply with all reasonable requests of any bona fide candidate for Local Union Office to distribute his/her campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with the *IBEW Local Election Guide* and with applicable Department of Labor Regulations under the Labor Management Reporting and Disclosure Act of 1959.

(e) No member shall be eligible for office unless he/she has been a member of Local Union **340** in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if he/she entered an apprenticeship program for the purpose of upgrading his/her classification.

Sec 8. (a) The election of officers shall be conducted by mail ballot. The Executive Board Shall decide the date for the mailing of the ballots, the last day on which ballots will be received, the date, time, and place when the ballots will be counted and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted 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 **April 2028** membership meeting and every **three (3) years** thereafter, 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 of officers. No candidate for any office shall be eligible to serve on this board.

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

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

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

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

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

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

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

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

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

(m) The Election Board shall count the ballots or have an outside impartial balloting company count the ballots in the presence of the Election Board. The Election Board shall remove or cause the removal of the smaller envelope marked **OFFICIAL BALLOT** from the larger envelope. The **OFFICIAL BALLOT** envelopes shall then be mixed together to preserve ballot secrecy. The ballots shall then be removed from the **OFFICIAL BALLOT** envelopes and tabulated. If the challenged ballots are not determinative, the Election Judge shall certify the results in writing to the Executive

Board immediately after the ballots have been counted. If the challenged ballots are determinative, the Election Judge shall, as soon as possible but no later than five (5) days from the counting of the ballots, investigate and rule upon the challenges. All challenged ballots determined to be eligible shall then be counted, and the Election Judge shall certify the results in writing to the Executive Board.

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

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

(p) In the event a candidate does not receive a majority of the votes cast for a specific office, then a run-off election will be held between the two (2) candidates receiving the highest number of votes. This does not include the election for the Local Union Executive Board (and/or Examining Board), which shall be decided for the candidates receiving the most votes.

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

Sec. 9. (a) Members elected or appointed to office in Local Union **340** must be able and available to attend all regular and special meetings and to conduct the affairs of their office without additional expense or compensation from the Local Union, except as provided in Article VII of these bylaws.

(b) No member elected or appointed to office will be allowed to hold more than one office at any one time. If such member is appointed to another office, he shall either decline the appointment or resign his present office before accepting the newly offered office. The Executive Board, as provided for in Article XVI, Section 16 of the *IBEW Constitution* will fill his former office.

Sec. 10. No officer or member shall be individually liable for any action taken in good faith reliance upon authorization or direction by vote of the membership of the Union or by the Executive Board. In the event that a lawsuit is instituted against any member or officer for such action, such officer or member shall be indemnified to the fullest extent permitted by law. The Union may pay for his defense to the litigation and reimburse or pay any judgment which may be rendered against him, provided, this indemnification does not intend willfully dishonest acts or the specific breaches of trust mentioned in Title V of the Labor-Management Reporting and Disclosure Act of 1959.

Sec. 11. If an Election Judge or Teller is unable to perform their duties, a replacement shall be appointed by the Local Union President.

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. (a) The President shall be Chairman of the Executive Board. He shall take note of all instructions from the Local Union and see that such are placed before the Executive Board for action. He shall appoint all negotiating committees and he and the Business Manager shall sign all agreements affecting wages and working conditions. He shall vote at Executive Board meetings only in case of a tie.

(b) The Recording Secretary of the Local Union shall be Secretary of the Executive Board and all Trial Boards. He shall keep proper minutes of all Executive Board meetings and transcripts of all trials. He shall furnish the President and Business Manager with a copy of all meeting minutes.

(c) The Business Manager or his Representative shall attend all meetings of the Executive Board and make a confidential report on all matters of consequence concerning his office and activities, or when action of the Board is needed or required. He shall have a voice but no vote at all Executive Board or Executive Committee meetings.

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

Sec. 6. Executive Board Members shall attend all regular and special meetings of the executive board unless excused by the Chairman. They shall have a voice and vote in all matters brought before them and their actions shall be in the best interest of Local Union **340** and its members.

Sec. 7. All appeals from Unit Executive Committee rulings and all recommendations by Unit Executive Committees shall be acted on by the Executive Board of Local Union 340, IBEW, whose decision shall be final subject to appeal as provided for in the Constitution.

Sec. 8. The Executive Board, or the Business Manager, shall not have the authority to sign binding agreements affecting wages and working conditions without the consent of the Unit concerned except as provided in Article VI, Section 3 of these bylaws. Each Unit of the Local Union can delegate powers to a committee appointed by the President, to negotiate a firm agreement, if it so desires. The President and Business Manager shall sign all working agreements after being approved by the Local Union.

ARTICLE V
Examining Board

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

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

Sec. 3. The examiners shall furnish a report on the results of all examinations to the Executive Board and the Local Union.

Sec. 4. The Examining Board shall prepare the examination questions to be used in all examinations which it conducts. At least two (2) members of the Examining Board shall be present, in charge of the examination. Each person examined shall be notified in writing, whether or not he/she has successfully passed the examination.

Sec. 5. The Examining Board shall elect its own Chairman and Secretary. The Chairman shall be responsible for the proper conduct of all Board meetings and the Secretary shall keep accurate minutes of all meetings.

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 may enter into specialty agreements which he deems are in the best interests of the Local Union. Single job agreements shall be subject to approval of the trade branch involved. All such agreements shall be deemed temporary until approved by the Local Union at the next meeting as provided for in Article XIII, Section 5 of the *IBEW Constitution*.

Sec. 4. The Business Manager shall be responsible for the proper manning and policing of all jobs in a manner that will best serve and protect the interests of the Local Union and its members. The handling of job referrals of unemployed members shall be under his full supervision and direction.

Sec. 5. The clerical workers of the Local Union work under the direction of the Business Manager and are subject to his/her authority. The Business Manager shall not employ clerical or custodial help who are relatives of members of this Local Union or electrical employers under agreement with this local union. He shall determine the duties, assignments, hours of work and working conditions of all employees of the Local Union. The Business Manager shall determine the compensation of all clerical and custodial employees, but in no event shall they be paid less than the prevailing Union wage scale for their classification. The compensation for clerical and custodial employees shall be reviewed by the Executive Board, subject to approval of the Local Union.

ARTICLE VII
Salaries

Sec.1. Salaries shall be

Business Manager/ Financial Secretary	a weekly salary equal to forty-eight (48) times 130% of the J.W. straight time hourly rate.*
Assistant Business Manager	a weekly salary equal to forty-six (46) times 115% of the J.W. straight time hourly rate.*
Business Representative	a weekly salary equal to forty-six (46) times the J.W. straight time hourly rate.*
Organizer	a weekly salary equal to forty-six (46) times the J.W. straight time hourly rate.*
President	an amount equal to twenty (20) times the J.W. straight time hourly rate* per month.
Vice President	an amount equal to five (5) times the J.W. straight time hourly rate* per month.
Recording Secretary	an amount equal to ten (10) times the J.W. straight time hourly rate* per month.
Treasurer	an amount equal to five (5) times the J.W. straight time hourly rate* per month.
Unit Recorder	an amount equal to one (1) times the J.W. straight time hourly rate* per month.
Executive Board	an amount equal to five (5) times the J.W. straight time hourly rate* per month.

Examining Board	an amount equal to two (2) times the J.W. straight time hourly rate* per regular Examining Board meetings attended, two (2) times the J.W. straight time hourly rate* per written exam date attended and six (6) times the J.W. straight time hourly rate per "hands-on" practical exam attended on Saturdays.
* Journeyman Wireman	straight time hourly rate as provided for in the agreement between Local Union **340** and the Sacramento Electrical Contractors Association.

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

Sec. 3. Receipts, vouchers or other reasonable proof of claim shall support all disbursements for authorized expenditures made on behalf of the Local Union.

Sec. 4. (a) The Business Manager, Assistant Business Managers, Representatives and Organizers, after serving one year in office shall be entitled to ten (10) working days vacation annually with pay and six (6) working days sick leave annually with pay. Sick leave is not accumulative from year to year and no additional pay will be allowed when no sick leave is taken.

(b) The Business Manager, Assistant Business Managers, Representatives and Organizers shall receive the same fringe benefits as the membership of Local Union 340 working under the current Inside Wireman agreement.

Sec. 5. The Business Manager, Assistant Business Managers, Representatives and Organizers shall be allowed such other expenses as are incurred in the performance of their normal duties. Such expenses shall be approved by the Executive Board and shall be approved by the Local Union.

Sec. 6. The Business Manager, Assistant Business Managers, Representatives, Organizers, Officers and Members attending authorized Union business, shall receive the standard mileage allowance equal to the current IRS rate when using their own car for Local Union business or they shall have cars furnished them by the Local Union. Cars furnished by the Local Union shall be garaged at the driver's residence, so as to be available for emergency calls or official business only. The Local Union shall carry automobile insurance in the name of the Local Union on the automobile of the Business Manager, Assistant Business Managers, Representatives and Organizers to cover public liability.

Sec. 7. (a) All Delegates to International or State conventions, Progress meetings, Joint Board meetings or any other meetings to which a member has been elected or appointed to attend, shall be paid by the Local Union an expense equal to all straight time wages lost of current classification on dues receipt when attending said meeting.

(b) Officers, Delegates, Trustees and Employees shall receive the following expenses while in attendance at the meeting:

1. Officers, Delegates, Trustees and Employees shall itemize their daily expenses to qualify for reimbursement. Each Officer, Delegate, Trustee and Employee shall be legally responsible to see that all expenses are justifiable, reasonable and prudent. The standard type Trustee Voucher shall be used to report daily expenses. Receipts for expenses shall be attached to voucher.

2. A reasonable advance allowance shall be given to Officers, Delegates, Trustees and Employees in order that they make their travel arrangements and have a reasonable expense allowance. This advance shall be given no sooner than thirty (30) days before the meeting. The Officers, Delegates, Trustees, and Employees must account to the Local Union at the end of the period covered by the advance.

3. The hotel room rate for single occupancy as designated by the meeting or Convention Call or, if no hotel rates are quoted, then the Office of the Business Manager shall be required to ascertain the rate for a first class hotel in the city in which the meeting is to be held and this shall be the room allowance for each day.

4. One day travel expense each way to and from the place of the meeting and the fare of a round trip ticket by an airline to the city in which the meeting is to be held.

ARTICLE VIII
Committees and Delegates

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

Sec. 2. The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure, as set forth in these bylaws and Article II, Section 10, of the *IBEW Constitution*.

Sec. 3. The President and Business Manager shall, by virtue of their offices, serve as Delegates to the International Convention. No candidate for office of Business Manger or President may be nominated for a Delegate at Large seat at the convention in addition to being nominated for the office of Business Manager or President.

Sec. 4. (a)Local Union committeeman, delegates or trustees serve at the discretion of the Local Union President.

(b)It shall be the duty of all Committee Chairman, Delegates or Trustees, when called upon, to make a report at a regular Union meeting following attendance of any convention, conference, progress meeting or other meeting.

Sec.5. All committee Chairman shall appoint a Secretary. A copy of the minutes of each meeting shall be submitted to the Executive Board and all motions coming out of the committee shall be submitted to the Executive Board for recommendation before being brought to the floor.

Sec. 6. The Safety Committee shall be composed of three (3) members or more, who shall investigate and report serious accidents and fatalities; cooperate with the International Office on safety matters; and cooperate with safety organizations as determined by the Local Union and as directed by the International Office. The Committee shall meet not less than once each month. Copies of all accident reports shall be referred to the Safety Committee.

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 shops or jobs have paid-up dues receipts or valid working cards of the Local Union.

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

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

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

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

Sec. 4. No member holding the position as Superintendent or Foreman on the job may be appointed as a Steward.

Sec. 5. Stewards shall have a record of names, addresses, and telephone numbers of employees on the job, and shall be furnished necessary books for this purpose by the Local Union.

Sec. 6. No Steward shall be authorized to collect any dues or assessments for the Local Union.

Sec. 7. (a) In case of serious injury or fatality to any member of the IBEW, the Steward on the job shall immediately notify the Local Union office. On jobs where no Steward is assigned, the job Foreman shall immediately notify the Local Union office in case of serious injury or fatality to any IBEW member.

ARTICLE X
Assessments - Admission Fees - Dues

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

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

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

Sec. 3. The admission fees shall be:

(a) **"A" Membership**

Journeyman:	
Cable Splicer	$100.00
Core Driller	100.00
Equipment Operator	100.00
Lineman	100.00
Line Equipment Operator	100.00
Neon Tube Bender	100.00
Sign Hanger	100.00
Technician	100.00
Wireman	100.00
Civil Service Employee	100.00
Sound and Communications -All Classifications	100.00
Transportation System Electrician	100.00
Transportation System Technician	100.00
Construction Wireman/ Construction Electrician	50.00
Journeyman:	
Electrical Inspector	55.00
Maintenance Electrician	55.00
Plastic Sign Man	55.00
Sign Service Man	55.00
Inside Wireman Apprentices:	27.50
Utility Technician	27.50
Groundman	27.50
Transportation Sys Apprentice	27.50

Residential Wireman	27.50
Residential Apprentices	27.50
Residential Trainee	27.50
Sound & Communication Apprentice	27.50

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

Fixture Maintenance	$27.50
Manufacturing	27.50
Motor Shop	27.50
Shop Material Handler	27.50
Shop Material Handler Trainee	27.50
Civil Service Technician	27.50
Motor Shop Apprentices	11.00

(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 if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by ten percent (10%) or more of the admission fee. Full payment (*satisfactory arrangements may be made with the Executive Board*) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the *IBEW Constitution*.

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

(b) Upon becoming a Journeyman, a Construction Wireman/Construction Electrician shall pay any difference in admission fee between Journeyman and Construction Wireman/Construction Electrician prevailing at the time he/she became a Construction Wireman/Construction Electrician.

Sec. 6. Dues and per capita are payable **monthly** in advance.

Sec. 7. (a) The monthly dues shall be:

"A" Members	**Basic Dues**	**Working Dues**
Wireman	$10.00 plus	6.5% of Gross wages
Construction Wireman/ Construction Electrician	$10.00 plus	6.5% of Gross wages
Cable Splicer	$10.00 plus	6.5% of Gross wages
Technician	$10.00 plus	6.5% of Gross wages

Transportation Sys.		
Wireman	$10.00 plus	6.5% of Gross wages
Transportation Sys. Tech.	$10.00 plus	6.5% of Gross wages
Groundman	$10.00 plus	6.5% of Gross wages
Apprentices	$10.00 plus	3% of Gross wages
Residential Wireman	$10.00 plus	6.5% of Gross Wages
Core Driller	$10.00 plus	6.5% of Gross Wages
Lineman	$10.00 plus	6.5% of Gross Wages
Line Equipment Operator	$10.00 plus	6.5% of Gross Wages
Sign Hanger	$10.00 plus	6.5% of Gross Wages
Sign Serviceman	$10.00 plus	6.5% of Gross Wages
Neon Tube Bender	$10.00 plus	6.5% of Gross Wages
Plastic Sign Man	$10.00 plus	6.5% of Gross Wages
Communications & Systems:		
All Classifications	$10.00 plus	6.5% of Gross Wages
Residential Trainee	$9.00 plus	3% of Gross Wages
Utility Technician	$9.00 plus	3% of Gross Wages

"A" and "BA" Members

Shop Material Handler		
Trainee	$10.00 plus	3% of Gross Wages
Shop Material Handler	$10.00 plus	3% of Gross Wages
Sign Washers	$10.00 plus	3% of Gross Wages
Civil Service Employee*	$10.00 plus	$25.00 per month
Electrical Inspector	$10.00	None
Manufacturing	$12.40	None
Fixture Maintenance	$14.40	None
Motor Shop	$14.40	None

*Members employed by public agencies under the agreement serviced by Local Union **340**.

The Executive Board and the Business Office shall meet as needed to review the local union finances to determine if additional adjustments in the working dues are warranted.

Self-employed members shall pay Working Dues for their classification on the basis of hours worked at straight time.

Sec. 8. (a) Applicable International payments and all assessments shall be paid in addition to the above dues.

(b) Unemployed members and members working outside the jurisdiction of Local Union 340 shall pay basic dues only, plus the International payments provided for in (a) above.

(c) All members of the IBEW shall pay working dues as provided for above, when working in the jurisdiction of Local Union **340**.

(d) Basic Dues are payable **monthly** in advance.

(e) Working Dues, for the preceding month, are due and payable no later than the fifth (5) 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.

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 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 insure Local Union moneys received by the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve month period ending **June 30.**

Sec. 4. The following Fund(s) are hereby established:

General Fund
Building Fund
Public Relations Fund

Sec. 5. The Executive Board shall investigate and pass upon all bills, donations and expenditures made for and on behalf of the Local Union except regular or standard bills such as rent and salaries. Payments to the International Office shall require no action for payment.

Sec. 6. (a) Each month 1% of the Local Union portion of the monthly dues (Working Dues Only) shall be transferred from the General Fund to the Building Fund for a period of (2) two years. At which time, 5% of the Local Union portion of the Monthly Dues (Working Dues Only) shall be transferred from the General Fund to the Building Fund with the ability to extend again at that time if the membership so desires and upon approval of the International President.

(b) The Building Fund shall be audited at the same time and in the same manner as the General Fund is audited.

Sec. 7. Each month, $1.00 per member of the monthly dues received shall be transferred from the General Fund to the Public Relations Fund.

ARTICLE XII
Admission of Members

Sec. 1. Qualifications 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 provisions shall not apply to apprentices where the Local is a party to a Joint Apprenticeship and Training Committee (*JATC*) when provided for in an agreement with the employer. The decision(s) of such joint committee shall be accepted by the Local Union.

(c) An apprentice having been certified by the JATC as having successfully completed the prescribed apprenticeship program shall be immediately classified as a journeyman without further examination by the Local Union.

Sec. 4. (a) Residential Wireman or Residential Trainee and Sound and Communications Technicians shall be admitted into the Union under these classifications after thirty (30) days of employment. Residential classifications shall work on residential wiring only. Sound and Communications classifications shall work on Sound and Communications work only.

(b) A residential Wireman or Sound and Communications Technician may request to take the prescribed course of study to be eligible to become a Journeyman Wireman. Upon satisfactory completion of the prescribed course of study and the payment of the difference in admission fees prevailing at the time he/she became a Residential Wireman or Sound and Communications Technician, the member shall have his/her classification changed to Journeyman Wireman without further examination by the Local Union.

(c) Residential Trainees shall be so classified and shall be registered and under the instruction and supervision of the Training Committee as provided for in an agreement with the employer.

Sec. 5. (a) All applicants for membership, or request to deposit traveling card, shall be required to report in person to the Executive Committee that would normally have jurisdiction over such applicants and fill out required application forms. The procedure for handling applications for membership shall be as follows:

(b) When application for membership, or requests to deposit traveling cards are received by any Unit Executive Committee, such applications shall be read at the next regular meeting of the Unit and a copy of the application shall be sent immediately to the Recording Secretary of Local Union **340**.

(c) The application shall be read on the floor at the next regular meeting of each Unit and immediately thereafter, the recommendation of the membership of the Unit of origin and the application for membership or deposit of traveling card, including any papers in connection therewith, shall be transmitted to the Executive Board of the Local Union. The Business Office shall investigate the applicant's standing with the I.O. and return the report to the Executive Board, who shall then forward the application with its action to the Unit in which the application originated.

(d) Each applicant, if accepted, may be required to pass satisfactorily an examination with a grade of 70%, covering the trade classification requested.

Sec. 6. Any member becoming an Inspector shall transfer to the Inspectors classification. Upon termination of employment as Inspector, the member shall return to the classification originally held before transferring to Inspector.

Sec. 7. Members of this Local Union desiring to transfer their membership from one trade classification to another, within the Local Union may be required to pass a satisfactory examination.

Sec. 8. Apprentices shall have a voice and vote at all Local Union meetings and elections.

ARTICLE XIII
Units

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

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

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. No candidate for any office shall be eligible for Election Judge or Teller. Any candidate may be present or have an IBEW member designated by the candidate, as an observer present during the voting and at the counting of the ballots.

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

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

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

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

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

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

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

Recorder: The duties shall be similar to those of the Local Union's Recording Secretary but shall in no way conflict. The Recorder shall supply a copy of the minutes of Unit meetings to the Business Manager and to the Recording Secretary of the Local Union as soon as possible after each 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. The suspension or removal of any unit officer for failing to perform his/her duties and the filling of any vacancies shall be handled by the Local Union Executive Board.

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union **340**:

340.1	**Wireman – Redding**
340.2	**Sound & Communications**
340.3	**Civil Service Employees**

Sec.12 The Local Union may dispense with the Executive Committee as provided for in Sec.1 of this article where it is found 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 XIV
General Laws

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members *(except officers and 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 his/her 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 about 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 the request of the Business Representative, Stewards, or other members.

Sec. 12. The Local Union may spend a sum, as determined by the Executive Board, for a suitable tribute upon the death of a member or the spouse of a member. A committee may also be appointed to extend the sympathy of the Local Union to the family of any deceased member.

Sec. 13. Resignation: A member who wishes to resign from Local Union 340 must submit the resignation in writing and it shall become effective upon receipt by the Local Union. Local Union **340** 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 resigning on a Participating Withdrawal Card except that the resignation is to be submitted in writing to the International Secretary for processing.

Sec. 14. Members of this Local Union shall be selected on an alphabetical basis according to zip code, for picket duty and associated organizing activities. They shall serve on their designated date and be required to serve no more than eight (8) hours until the roster has been completely exhausted.

(a) The selections shall be made by the Business Manager or his representative. Whenever possible, at least forty-eight (48) hours notice shall be given prior to the designated date.

(b) A member may volunteer for picket duty and receive credit for the time served.

(c) A member shall not refuse to serve his/her turn for picket duty when called without a reasonable excuse. However, if a member is unable to serve, he may in lieu of picket duty, pay to the Local Union up to eight (8) hours' wages.

Sec. 15. All members shall be required to acquaint themselves with the *IBEW Constitution*, these bylaws and the working agreement under which they are working.

Sec. 16. All proposed resolutions or motions introduced at a regular membership meeting, other than Bylaw amendments, ruled to be of a controversial nature by the Local Union President, shall be referred to the Local Union Executive Board for one month, and presented to the Local Union membership for discussion and consideration at the next regular membership meeting to provide our Local Union Executive Board an opportunity to study the issue and prepare a report or recommendation.

Sec. 17. Members must report any unsafe equipment, unsafe conditions, and unsanitary conditions on jobs to the Business Manager or Steward.

Sec. 18. All members shall cooperate and assist Stewards in the performance of their duties.

Sec. 19. No collections or donations will be solicited, on any job, without the knowledge of the Business Manager.

Sec. 20. All members shall immediately notify the Local Union **340** Business Office whenever they obtain employment in another Local Union's jurisdiction.

ARTICLE XV
Local Union 340 Building Association

Sec. 1. Members in good standing in Local Union **340** shall also be members in good standing of Local Union **340** Building Association.

Sec. 2. To promote and carry out the aims and interests of the Local Union, no corporate real property shall be sold, leased, encumbered or disposed of, nor shall any property be purchased or otherwise acquired except by a majority vote of the members present and voting.

Sec. 3. All members of the Local Union shall be notified in writing of the nature of the Resolution, of the announced intention, at least ten (10) days before the date of the meeting. Said Resolution shall then be read at such regular or specially called meeting. The Local Union shall then notify the Board of Directors of the Building Association of the action taken.

Sec. 4. It shall be the duty of the President of Local Union **340** Building Association to see 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 **340** Building Association.

Sec. 5. The Local Union Officers including all members of the Local Union Executive Board shall constitute the Board of Directors of Local Union **340** Building Association. Upon expiration of their term as Local Union Officers, or upon their resignation or removal, their duly elected or appointed successors shall become directors of Local Union **340** Building Association.

ARTICLE XVI
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 340
RECORD OF AMENDMENTS

District: Ninth **Location**: Sacramento, California
Bylaws Retyped in Entirety: February 25, 2009

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