



**INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL  
WORKERS  
LOCAL NO.130**

Suite 300  
3200 Ridgelake Dr.  
Metairie, LA 70002  
(504) 831-1372  
Fax: (504) 834-1410  
[www.ibewlu130.com](http://www.ibewlu130.com)

**Ernest "Corky" Cortez**  
President/Organizer

**Paul J. Zulli**  
Business Manager/  
Financial Secretary

July 18, 2022

## **RE: DEATH BENEFIT FUND RESOLUTION**

Dear Brothers and Sisters:

**This resolution (enclosed) will be read and voted on**, in accordance with the ByLaws of IBEW Local 130, Article XVII, Section 2(a), at the next monthly meeting of the Local Union, which will be held on **Thursday, August 11, 2022, at 6:00 p.m. in the Alexander Room, 3<sup>rd</sup> Fl., 3200 Ridgelake Drive.**

Please make every effort to attend this meeting and be prompt as we will need the participation of the membership to discuss and vote.

I look forward to seeing you at the Union Meeting.

Fraternally,

*Paul J. Zulli*

*Business Manager/Financial Secretary*

## DEATH BENEFIT FUND RESOLUTION

**Whereas**, All members go to work so they may provide for their family's future; and  
**Whereas**, All our futures may include some type of mishap and unfortunately one's untimely passing, whether naturally or accidentally; and  
**Whereas**, currently members of Local 130 pay two dollars (\$2.<sup>00</sup>) per month, to fund Local 130's Death Benefit Fund, and the "Fund" then pays a death benefit to the member's named beneficiary in the event of a member's passing, calculated at one dollar (\$1.<sup>00</sup>) times the number of active dues paying member at the time of their death; and  
**Whereas**, the amount paid to a deceased member's family based on the current membership equals a sum of approximately one thousand dollars (\$1,000.<sup>00</sup>); and  
**Whereas**, the cost of a funeral continues to rise at a rate that outpaces inflation and the cost of living; and  
**Whereas**, Local 130 has received a proposal from Sun Life Financial to increase Local 130's Death Benefits to a maximum amount of ten thousand dollars (\$10,000.<sup>00</sup>) for active members, and;  
**Whereas**, Sun Life Financials proposal also includes a twenty thousand dollars (\$20,000.<sup>00</sup>) total benefit for Accidental Death and Dismemberment Benefit for active members; and  
**Whereas**, these new benefits come at a cost to the membership; however, the reward to the members and the member's beneficiary if a member was to pass away prematurely is priceless; and  
**Whereas**, Sun Life Financial has agreed to a 2-year rate guarantee, for the ten thousand dollar (\$10,000.<sup>00</sup>) Death Benefit for active members, and the twenty thousand dollars (\$20,000.<sup>00</sup>) total Accidental Death and Dismemberment rider for active members in good standing; and  
**Whereas**, LU 130 will continue to fund the death benefit for current retired members and for any for any future retiree who was obligated into LU 130 on or before 1/1/2010 at the rate of one dollar (\$1.00) times the number of active dues paying members at the time of their death, therefore be it  
**Resolved**, that upon passage of this resolution and upon approval of the International President of the IBEW, Local 130's Death Benefit Fund portion of Local 130's monthly dues shall increase by four dollars (\$4.<sup>00</sup>) to equal a sum of six dollars (\$6.<sup>00</sup>). For this increase the active member shall receive a ten-thousand-dollar (\$10,000.<sup>00</sup>) Death Benefit along with an additional twenty thousand-dollar (\$20,000.<sup>00</sup>) Accidental Death and Dismemberment rider so long as the member is in "Good Standing." A four dollars (\$4.00) increase in monthly dues will provide for approximately a nine thousand dollar (\$9,000.<sup>00</sup>) increase in Death Benefits plus the additional Accidental Death and Dismemberment rider for twenty thousand dollar (\$20,000.<sup>00</sup>). Therefore, the Bylaws of Local 130, Article X, Section 6(a) and 6(b) along with Article XII, shall be amended to reflect the wishes of Local 130's membership upon passage of this resolution. And therefore be it;

**Further resolved**, that the death benefit article below be amended to read as indicated.

Tim Moran A107745

  
Paul Zito D724271

RODNEY WALLIS 7055917

Corky Cortez D938953

Thomas M. Chastant D744581

## **Existing Article XII**

### **ARTICLE XII Death Benefit Fund**

Sec. 1. There is hereby established a Death Benefit Fund in Local Union 130 for the collection and payment of death benefits as hereinafter provided in this article.

Sec. 2. The provisions of this article shall be applicable only to the members in good standing in the Local Union who are eligible for membership in the PBF.

Sec. 3. All participating member or any new member who is eligible to participate in the Death Benefit Fund shall pay an initial fee of \$1.00 and thereafter such payments as may be required in Section 4 of this article.

Sec. 4. Upon the death of a participating member in good standing, a death benefit assessment of \$1.00 shall be levied upon each participating member of the Local Union.

Sec. 5. Upon receipt of the authorized Death Certificate, payment from the Death Benefit Fund equivalent to \$1.00 per participating member shall be made to the legal beneficiary or beneficiaries of the deceased.

The legal beneficiary or beneficiaries shall be those designated and registered with the IBEW International Office.

Sec. 6. Upon the death of a member who is on pension or permanent disability and has participate in the Death Benefit Fund prior to going on pension or permanent disability, a death benefit assessment of \$1.00 shall be levied upon each participating member of the Local Union, and upon receipt of the authorized death certificate, payment from the Death Benefit Fund, equivalent to \$1.00 per participating member, shall be made to the legal beneficiary or beneficiaries of the deceased.

Sec. 7. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

## **New Article XII**

### **ARTICLE XII Death Benefit Fund**

Sec. 1. There is hereby established a Death Benefit Fund in Local Union 130 for the collection and payment of death benefits as provided hereinafter in this article.

Sec. 2. All new members shall participate in the Death Benefit Fund and shall pay an initial fee of \$6.00 and thereafter \$6.00 per month.

Sec. 3. The local union shall purchase a death benefit policy covering each active member of the local union in the amount of \$10,000.00 for a natural death and \$20,000.00 for an accidental death.

Sec. 4. Upon receipt of the Death Certificate, payment from the insurance carrier shall be made to the designated beneficiary of the deceased.

Sec. 5. Additionally, upon the death of a member who is on pension or permanent disability and who has an initiation date in LU 130 prior to 1/1/2010 shall have a death benefit calculated at \$1.00 times the number of active members at the time of the members passing, payable from the LU 130 death benefit fund. Upon receipt of the Death Certificate, payment from the LU 130 Death Benefit fund shall be made to the designated beneficiary of the deceased.

Sec. 6. Once there are no longer any retired members of LU 130 who were initiated prior to 1/1/2010 the retiree death benefit shall cease.

Sec. 7. This Fund is not maintained under a written trust.

Sec. 8. This fund shall be audited at the same time and in the same manner as other funds in the Local Union.



**Whereas**, In the 1970's the Sisters and Brothers, of IBEW Local Union 130, envisioned the construction of a new home and for this new home to one day become an asset for the entire membership; and

**Whereas**, Our fore-members voted to create the *International Brotherhood of Electrical Workers Local Union 130 Building Association* ("Building Association"), the "*IBEW LU 130 Building Fund*" and assess themselves one half of one percent (0.5%) on gross earnings, to be deposited into the "*IBEW LU 130 Building Fund*," into existence; and

**Whereas**, Local 130's membership has always come to the rescue of their Labor Temple; such as, in the late 1980's, when the membership, once again, assessed themselves a one-time assessment of one hundred dollars (\$100.<sup>00</sup>) per member to be placed in the "*IBEW LU 130 Building Fund*" to shore up the depleting "*IBEW LU 130 Building Fund*"; and

**Whereas**, The "*Building Association*" which every member, in Good Standings, of IBEW Local Union 130 belongs to owns the building, located at 3200 Ridgelake Drive Metairie, LA 70002, completely free of any encumbrments, except to the membership itself; and

**Whereas**, Sometime around March 2020 the "*IBEW LU 130 Building Fund*" received a sum of money in excess of three hundred thousand dollars (<\$300,000.<sup>00</sup>), from the sale of the parking lot owed by the "*Building Association*"; and

**Whereas**, The "*IBEW LU 130 Building Fund*", in 2022, received an additional one million dollars (<\$1,000,000.<sup>00</sup>), due to an agreed upon transfer of funds from the *Brotherhood of Electrical Workers Home Association* ("Home Association") to the *International Brotherhood of Electrical Workers Local Union 130 Building Association*; and

**Whereas**, The property has recently undergone major restorations to include, but not limited to, a new roof, reglazing of windows, Alexander Room upgrades, Alexander Room kitchen remodeling, external painting, needed exterior facade panel repairs and led (light emitting diode) lighting throughout to name a few; and

**Whereas**, The *International Brotherhood of Electrical Workers Local Union 130 Building Association* and its "*IBEW LU 130 Building Fund*" is in much better financial shape, even after all the capital expenditures to renovate and upgrade our home, than it has been in years past; and

**Whereas**, Our fore-members always intended the building to be self-sufficient and not to be forever a burden to or forever subsidized by the membership; and

**Whereas**, *Article X, Section 6(a)*, of the *Bylaws of Local Union 130*, reflexes the "*IBEW LU 130 Building Fund*" working assessment placed upon all membership classifications; and now, therefore, be it

**Resolved**, Upon passage of this resolution and the subsequent approval by the IBEW International President the building fund assessment portion of the working dues, as applied to the membership in *Article X, Section 6(a)* of the *Bylaws of Local Union 130*, shall be removed from all members working dues. Moreover, upon passage and approval, of this resolution, by the membership and the IBEW International President, *Article X, Section 6(a)* shall be rewritten to reflect the wishes of the membership to read;

"Sec. 6 The monthly dues shall be:

(a) "A" Membership	Basic Dues	Working Dues
Journey Wireman.....	\$ 5.00	plus 3.5% of gross earnings
Construction Wireman.....	2.50	plus 1.5% of gross earnings

Construction Electrician.....	5.00	plus 3.5% of gross earnings
Apprentice Wireman.....	2.50	plus 1.5% of gross earnings
Voice-Data-Video:		
Project Supervisor		
Senior Installer/Technician		
Installer/ Technician.....	5.00	plus 3.5% of gross earnings
Junior Installer/Technician		
Cable Puller 2		
Cable Puller 1 .....	2.50	plus 1.5% of gross earnings
Installer/Technician		
Apprentice.....	2.50	plus 1.5% of gross earnings
Period 1 through Period 6		
All other Journeymen.....	5.00	plus 1.5% of gross earnings
All other Apprentice/		
Shop Helper.....	2.50	plus 1.5% of gross earnings."

<u>Print Name</u>	<u>Submitted By:</u> <u>Sign Name</u>	<u>Card Number</u>
<u>Warren A. Moffett</u>	<u>Warren A. Moffett</u>	<u>D724265</u>
<u>Tim Moran</u>	<u>Tim Moran</u>	<u>A107745</u>
<u>SEVENT. LAMONTA</u>	<u>Sevent. Lamonta</u>	<u>D486012</u>
<u>Ryan Edwards</u>	<u>Ryan Edwards</u>	<u>7805414</u>
<u>Danish Maddox</u>	<u>Danish Maddox</u>	<u>7805453</u>
<u>Frank Accardo</u>	<u>Frank Accardo</u>	<u>A262700</u>
<u>Jeffrey B. Johnson</u>	<u>Jeffrey B. Johnson</u>	<u>D 825609</u>
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