

**BYLAWS**

**OF**

**LOCAL UNION 1393**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**INDIANAPOLIS, INDIANA**

**APPROVED: November 25, 2019**

## **ORDER OF BUSINESS**

1. Opening.
2. Roll Call of Officers and Reading of Minutes.
3. Communications and Bills.
4. Reports of Executive Board and Officers.
5. Propositions for Membership.
6. Reports on Candidates.
7. Balloting or Voting on Candidates.
8. Obligations of Candidates.
9. Reports of Delegates and Committees.
10. Reports of Accidents, Sickness or Death of Members.
11. Roll Call of Members.
12. Unfinished Business.
13. New Business. (Under this heading comes matters relating to any election and installation of officers.)
14. Good of the Union.
15. Receipts and Expenses.
16. Closing.

**NOTE:** This sheet **ORDER OF BUSINESS** is not a part of the Local Union bylaws. It is attached to the bylaws to provide rules for the orderly conduct of Local Union meetings. Roll Call of Members is optional to the Local Union and may or may not be used as the Local Union decides.

**ARTICLE I**  
**Name - Jurisdiction - Objects**

Sec. 1. This Organization shall be known as **Local Union 1393 of the International Brotherhood of Electrical Workers, Indianapolis, Indiana**. Local 1393 shall have jurisdiction over all **Outside, Utility, Cable Television, Telephone and Teledata** work as defined in Article XXVII, Section 4 and 6(a) and (b) of the IBEW Constitution when performed as follows:

(a) **Outside** including **Line Clearance Tree Trimming** work when performed in the State of Indiana except when performed on the properties of Southern Indiana Gas and Electric Company.

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

Bartholomew County REMC  
Carroll-White County REMC  
Central Indiana Power  
Clark County REMC  
Connersville Utility Service Board  
Daviess-Martin County REMC  
Decatur County REMC  
Duke Energy Indiana, Inc.  
Fulton County REMC  
Harrison County REMC  
Heartland REMC  
Hendricks County REMC  
Henry County, REMC  
Hoosier Energy REC, Inc.  
Indiana-American Water Co., Inc.,  
Jay County REMC  
Johnson County REMC  
Logansport, City of - Utilities Service Board  
Marshall County REMC  
Orange County REMC  
RushShelby Energy  
South Central Indiana REMC  
Southeastern Indiana REMC  
Southern Indiana REC  
Utilities District of Western Indiana  
Vectren Energy  
Western Indiana (WIN) Energy  
Whitewater Valley REMC

(c) **Cable Television** work when performed by employees of:

Heritage Cable Vision Associates (Mishawaka, Elkhart, Rochester and  
Plymouth, Indiana)  
Sammons Communications, Inc., Logansport, Indiana  
Times Mirror Cable Television of Lafayette, Inc., Lafayette, Indiana

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

Continental Telephone Company of Indiana

(e) **Teledata** work when performed under the terms of the National Teledata Agreement.

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

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

It shall be the purpose of this Local Union to organize all workers in our branch of the electrical trade, to cultivate a feeling of friendship and brotherly love among our members; to meet with employers for the establishment of better living and working conditions; to care for our members in sickness and distress; and to educate our members that they may be better able to assist this organization and themselves.

Sec. 3. Local Union 1393 shall cover the "A" and "BA" types of membership.

## **ARTICLE II**

### **Meetings**

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

Sec. 2. Regular meetings shall be held once monthly at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

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

Sec. 4. Whenever a regular stated meeting date occurs on a recognized holiday, or on the eve of such holiday, such meeting shall be postponed until the same day of the following week, except when to do so would prevent the holding of a regular meeting within the month; in such case the meeting shall be advanced to the same day of the preceding week.

### **ARTICLE III**

#### **Officers - Elections - Duties**

Sec. 1. The officers shall perform such duties as are stated in Article XVIII 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 XVII of the IBEW Constitution.

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

Sec. 4. (a) Nominations for Local Union officers shall be held at the regular meeting of each Unit in April of election years.

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

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

(d) Prior to nominations, the President shall appoint an Election Judge and as many Tellers as are required who shall serve as an Election Board to conduct the election. No candidate for office shall be eligible to serve on the Board.

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

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

(g) The Financial Secretary shall furnish to the Election Judge not less than

twenty-one (21) days before the election, an alphabetical list of all members eligible to vote. All members in good standing and qualified shall be entitled to vote.

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

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

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

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

(l) The Election Board shall open the envelopes, remove the smaller envelope marked **OFFICIAL BALLOT** and deposit same in the ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the Executive Board shall be opened by the Election Board.

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

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

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

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

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

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

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

(c) A Business Manager-Financial Secretary shall be retained by the Local Union on a full time basis at all times.

Sec. 6. The Executive Board shall consist of the President and one (1) elective member from each Unit.

Sec. 7. (a) Nominations for officers shall be held in **April 2022**, and election of officers shall be held in **June 2022 and every three (3) years thereafter**, as stated in Article XVII of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required.

(b) No member shall be a candidate for more than one (1) office, except as provided 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 1393 in continuous good standing for at least two (2) years immediately prior to nomination.

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

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

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

Sec. 2. It shall be the duty of the Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XXI of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIV of the IBEW Constitution. The Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for Board consideration.

Sec. 3. Special meetings of the Executive Board may be called by its Chairman or the Business Manager.

Sec. 4. The President shall serve as Chairman of the Board and the Board shall elect its own Secretary.

Sec. 5. The Executive Board shall meet regularly between regular meetings of the Local Union at such time and place as decided by the Board in keeping with the practice of the Local Union.

Sec. 6. It shall be the duty of the Executive Board to pass upon requests for withdrawal cards and change in memberships and a member's regular dues must be paid for the month in which the request is acted upon.

**ARTICLE V**  
**Business Manager**

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

Sec. 2. The Business Manager shall report to the Executive Board and the Local Union when called upon, or when he\she deems 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 any Assistant Business Managers of Business Representatives. They shall work directly under his supervision and be subject to his authority in accord with Article XVIII, of the IBEW Constitution.

Sec. 4. It shall be the duty of the Business Manager to manage the affairs of the Local Union and he, or his assistant, shall serve on all negotiating committees of the Local Union.

Sec. 5. Whenever any matter directly affects only members of a particular Unit of the Local Union, the Business Manager or his assistants, if any, shall report to such Unit if requested, or if deemed necessary.

**ARTICLE VI**  
**Salaries**

Sec. 1. Salaries shall be as follows:

President	\$100.00 per month
Vice President	\$100.00 per month
Recording Secretary	\$100.00 per month
Treasurer	\$100.00 per month
Executive Board Members (each)	\$100.00 per month
Unit Chairman	\$10.00 per meeting attended
Unit Recorder	\$10.00 per meeting attended
Unit Executive Committee (each)	\$2.00 per Executive Committee meeting attended
Assistant Financial Secretary	\$50.00 per month
Business Manager- Financial Secretary	a weekly salary equal to 52 times the highest straight time rate of the collective bargaining agreements in the Local Union adjusted on January 1 <sup>st</sup> each year.
Assistant Business Managers	a weekly salary equal to 48 times the highest straight time rate of the collective bargaining agreements in the Local Union adjusted on January 1 <sup>st</sup> each year.
Business Representatives	a weekly salary equal to 46 times the highest straight time rate of the collective bargaining agreements in the Local Union adjusted on January 1 <sup>st</sup> each year.

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. All disbursements for authorized expenditures made in behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. Officers and members shall be reimbursed for lost time while performing authorized Local Union business.

Sec. 5. (a) Full time officers shall receive four (4) weeks vacation with pay each year.

(b) No vacation or vacation pay shall be carried over from one year to the next for any elected or appointed full time officer.

(c) The Business Manager/Financial Secretary, Assistant Business Manager, Business Representative and any other employee(s) of this Local Union not covered by a separate bargaining agreement shall be granted sick leave, paid holidays, medical and hospital protection, Life Insurance, disability benefits, bonuses and other fringe benefits as may from time to time determined by the Business Manager/Financial and with approval of the Local Union.

**ARTICLE VII**  
**Committees and Delegates**

Sec. 1. Committees and delegates shall be appointed in accordance with Article XVIII 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 number of delegates from the Local Union to the International Convention shall be the maximum number of delegates allowable in accordance with Article II, Section 8 of the IBEW Constitution.

Sec. 4. The Business Manager and President shall by virtue of their offices serve as delegates to the International Convention.

Sec. 5. The Business Manager and President shall by virtue of their offices serve as delegates to the Indiana State Labor Convention.

Sec. 6. The Business Manager shall by virtue of his office serve as a delegate to all meetings of the Indiana State Conference of IBEW.

**ARTICLE VIII**  
**Stewards**

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

**ARTICLE IX**  
**Assessments - Admission Fees - Dues**

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

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

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

Sec. 3. The **admission fees** shall be as follows:

(a) **"A" and "BA" Membership**

Journeyman	\$50.00
Teledata - All classifications	\$25.00
All other classifications	\$15.00

(b) Each applicant for "A" membership shall pay an additional \$2.00.

(c) Approval of these admission fees is given by the International President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

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

Sec. 5. In the event the Local Union shall collect any money in accordance with the terms of a collective bargaining agreement for the support of the collective bargaining agency, the Local Union shall in each case remit to the International Office each month an amount equal to the regular per capita applicable to the "BA" type of membership.

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

(a) "A" and "BA" Members	Basic Dues	Working Dues
All classifications	\$2.00 plus	See Note <sup>1/</sup>

**Note <sup>1/</sup>** Working Dues -- In addition to the basic monthly dues, all the members of the Local Union outside construction to whom the foregoing paragraphs are applicable shall pay 1% of their monthly gross earnings.

**Note <sup>2/</sup>** Working Dues -- In addition to the basic monthly dues, all other members of the Local Union to whom the foregoing paragraphs are applicable shall pay 1% of their average monthly gross earnings, provided however, no such payment shall be Made on any earnings received for overtime.

Average monthly gross earnings as used herein shall be for:

A member regularly working or receiving pay for established holidays, 173.33 times the member's regular hourly wage.

All members dues shall be calculated to the nearest \$.01.

(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 1393 shall pay Basic Dues only plus the International payments provided for in (b) above.

(d) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 1393.

(e) Dues are payable monthly or quarterly in advance.

(f) All members working on Outside Construction work shall maintain type "A" membership.

**ARTICLE X**  
**Funds**

Sec. 1. The funds of this Local Union are for the legitimate expenses required in its conduct and maintenance and shall not be diverted therefrom. Disbursements shall be made in accordance with Article XIX of the IBEW Constitution and these bylaws.

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

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

Sec. 4. (a) The funds of this Local Union shall be deposited in a bank.

**General Fund**

(b) All receipts paid to and received by the Local Union shall be deposited daily.

(c) All receipts received, processed, and receipted for shall be transferred to the General Fund .

Sec. 5. No money shall be voted on any appeal for contributions or donations unless they are definitely known to be connected with the IBEW or members of a bone fide labor organization, and then only in accordance with the provisions of the IBEW Constitution. No proposed donation shall be considered on the night it is proposed, but must be referred to the Executive Board for consideration and recommendation.

Sec. 6. The monies of this Local Union shall not be used for any purposed contrary to the provisions of the IBEW Constitution and these bylaws, and then only after approval of such expenditures by the Executive Board and the Local Union.

**ARTICLE XI**  
**Admission of Members**

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

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 XVI of the IBEW Constitution.

Sec. 3. (a) Instruction of apprentices shall be under the supervision of the apprenticeship committee, and apprentices shall attend such classes as directed by the committee.

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

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

Sec. 4. Examinations for Journeyman Classifications shall be conducted as directed by the Executive Board and whenever an applicant fails to pass the examination, he shall not be given another examination until a period of three (3) months has elapsed.

**ARTICLE XII**  
**Property of IBEW Local Union 1393**

Sec. 1 The Local Union's building and other property, located at 3645 S, East Street, Indianapolis, IN, shall be owned by and in the name of IBEW Local Union No. 1393.

Sec. 2 The Local Union members shall, by majority vote of those present and voting, decide all issues concerning the building and other real property of the Local Union. A majority of the members voting shall constitute a quorum.

Sec. 3 To promote and carry out the aims and interests of the Local Union, no real property of the Local Union shall be sold, leased, encumbered, or disposed of, nor shall any real property be purchased or otherwise acquired, except by a majority of the Local Union members present and voting, following notice to all members, as provided in Section 4.

Sec. 4. All members of the Local Union shall be notified in writing of the nature of a resolution of the announced intention to dispose of or acquire real property at least fifteen (15) days before the date of the meeting. Said resolution shall be read at such regular or specially-called meeting. The members shall then vote on the resolution.

Sec. 5. All decisions concerning the disposition or acquisition of real property by the Local Union must be approved, in advance, by the International President.

## **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) elective members.

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

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 1393:

- |         |                   |
|---------|-------------------|
| 1393.1  | Bloomington Unit  |
| 1393.2  | Columbus Unit     |
| 1393.3  | Plymouth Unit     |
| 1393.4  | Sullivan Unit     |
| 1393.5  | Indianapolis Unit |
| 1393.6  | Kokomo Unit       |
| 1393.7  | Lafayette Unit    |
| 1393.8  | New Albany Unit   |
| 1393.9  | New Castle Unit   |
| 1393.10 | Terre Haute Unit  |
| 1393.11 | Princeton Unit    |
| 1393.12 | Fort Wayne 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 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 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. Each member shall keep the Financial Secretary informed of their correct address. The Financial Secretary, in turn, shall notify the International Secretary.

Sec. 5. The parliamentary rules of this Local Union shall be those stated in Article XVI of the IBEW Constitution.

Sec. 6. 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. 7. 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. 8. Words in these bylaws in the masculine gender shall include the feminine.

Sec. 9. Members shall not work for less than the established wage rate for their job.

Sec. 10. It shall be the duty of each member to see that there is a steward on the job in the location where he is working, and if not, to notify the Business Manager.

Sec. 11. There shall be no collection, soliciting or selling of articles or tickets in the meeting hall during the progress of any meeting of the Local Union.

Sec. 12. Members shall show their working cards or receipts upon request of the Business Manager, his Assistants or Stewards.

Sec. 13. The Local Union shall spend a sum as determined by the Business Manager for a floral tribute. A committee may also be selected to extend the sympathy of the Local Union to the family of the deceased.

**ARTICLE XV**  
**Amendments**

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

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

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

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

A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the meetings at which the membership is to vote on the question.

Sec. 3. No assessments, amendments or changes shall become effective until approved by the International President, in accordance with the IBEW Constitution.

Sec. 4. All previous bylaws are hereby rescinded.

**LOCAL UNION 1393  
RECORD OF AMENDMENTS**

District: Sixth

Location: Indianapolis, Indiana

Bylaws Retyped in Entirety: March 27, 1990

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**DATE                    ARTICLES AND SECTIONS AMENDED**

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2/29/96	Updated Constitutional Articles.
12/27/99	Article IX, Section 6(a) amended.
11/3/00	Article I, Section 1(b) amended.
11/25/19	Art. 1, Sec. 1(b); Art. III, Sec. 4(d); Art. VI, Sec. 1; Art. VI a new Sec. 5(c) added; Art. IX, Sec. 6(a); Art. X, Sec.'s 4(a), 4(b), and 4(c); Art. X, Sec.'s 4(d), 4(e), 4(f), 6(a) and 6(b) deleted; Art. XI – deleted and all remaining articles re-numbered; Art. XIII deleted and replaced with property of IBEW language; Art. XII, Sec. 11 and Art. XIV, Sec. 13