

**BYLAWS**

**OF**

**LOCAL UNION 1393**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**INDIANAPOLIS, INDIANA**

**APPROVED: March 19, 2025**

## **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 Union 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, email, 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 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.

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

Sec. 5. The Executive Board shall consist of the President and one (1) elective member from each Unit.

Sec. 6 The Executive Board shall serve as the Examining Board. There shall be separate meetings held and separate records kept.

Sec.7(a). Nominations for officers shall be held in **April 2025** and election of officers shall be held in **June 2025** and every **three (3) years** thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

(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 their intentions to be a candidate for more than one (1) specific Local Union office. This provision shall not apply to offices that have been combined with the approval of the International President.

(c) Immediately after nominations, the Unit Recorder shall forward a list of the

names of the candidates, signed by the Unit Recorder and the Unit Chair, to the Recording Secretary of the Local Union.

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

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

(f) No member shall be eligible for office unless they have been a member of Local Union **1393** in continuous good standing for at least two (2) years immediately prior to nomination.

(g) 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 they entered an apprenticeship program for the purpose of upgrading their 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 for the election will be received, the date, time and place the ballots will be counted, and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted access post office boxes, mail permits, or an outside impartial balloting company, prior to the nominations meeting. All disbursements related to these tasks shall be processed in accordance with the *IBEW Constitution* and these bylaws. Once the Election Judge is appointed, the individual appointed by the Executive Board 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 a general or specially called meeting of the local union at least eighty (80) days prior to the meeting of the Local Union when nominations are made, the President shall appoint an Election Judge and as many Tellers as are required, who shall serve as the Election Board to conduct the election. No candidate for any office shall be eligible to serve on the Election Board.

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

(e) Any candidate for office, or an IBEW member designated by the candidate as an observer, may be present at the preparation and mailing of ballot packages, the ballot pickup and the counting of the ballots. Observers must be members eligible to vote in the election.

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

(g) If not already arranged, the Election Judge shall select two (2) depositories: one (1) for receipt and storage of voted ballots, and one for ballot packages returned as undelivered. This shall not be the Local Union Post Office Box or the Local Union headquarters. (Cost of such depositories 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 their name and address.

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

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

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

(l) Prior to the counting of the ballots, the Election Board shall verify voter

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

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

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

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

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

(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.

**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 Chair, or the Business Manager.

Sec. 4. The President shall serve as Chair and the Executive Board shall elect its own **Secretary**.

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

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

**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 Examining Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Examining Board shall retain all records of examinations given for at least two (2) years. A copy of the examination shall be placed in the member's permanent file.

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

**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 the Business Manager 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 or Business Representatives. They shall work directly under the Business Managers supervision and be subject to their authority in accord with Article XVII, of the *IBEW Constitution*.

Sec. 4. It shall be the duty of the Business Manager to manage the affairs of the Local Union and the Business Manager, or their 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 their assistants, if any, shall report to such Unit if requested, or if deemed necessary.

**ARTICLE VII**  
**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 <b>52</b> 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 <b>48</b> times the highest straight 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 <b>46</b> times the highest straight 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 higher.

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

Sec. 4. Officers and members 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 VIII**  
**Committees and Delegates**

Sec. 1. Committees and delegates shall be appointed in accordance with Article 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. No candidate for office of Business Manager 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. 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 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 Business Managers authority. The Business Manager may remove any Steward, as such, at any time.

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

**ARTICLE X**  
**Assessments - Admission Fees - Dues**

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

Members 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 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 XX 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. Dues and per capita are payable **monthly** or **quarterly** in advance.

Sec. 7. 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 payments and all assessments to be paid in addition to the above dues.

(c) Unemployed members and members working outside the jurisdiction of Local Union **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 Union **1393** under the terms of a local collective bargaining agreement.

(e) Dues and International payments are payable **monthly** or **quarterly** in advance.

(f) All members working on Outside Construction work 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 ensure that Local Union monies 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 **December 31**.

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

### 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 XII**  
**Admission of Members**

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

Sec. 2. Apprentices may be accepted into membership at any time and should be offered membership on the first day they are assigned for employment or are working under a collective bargaining agreement. Notwithstanding the action of the Local Union, Apprentices must be admitted to membership in accordance with Article XV of the *IBEW Constitution* after they have worked one (1) year in the jurisdiction of this Local Union.

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, they shall not be given another examination until a period of three (3) months has elapsed.

## ARTICLE XIII Units

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

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

**Vice Chair:** 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 Chair 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:

- |                |                          |
|----------------|--------------------------|
| <b>1393.1</b>  | <b>Bloomington Unit</b>  |
| <b>1393.2</b>  | <b>Columbus Unit</b>     |
| <b>1393.3</b>  | <b>Plymouth Unit</b>     |
| <b>1393.4</b>  | <b>Sullivan Unit</b>     |
| <b>1393.5</b>  | <b>Indianapolis Unit</b> |
| <b>1393.6</b>  | <b>Kokomo Unit</b>       |
| <b>1393.7</b>  | <b>Lafayette Unit</b>    |
| <b>1393.8</b>  | <b>New Albany Unit</b>   |
| <b>1393.9</b>  | <b>New Castle Unit</b>   |
| <b>1393.10</b> | <b>Terre Haute Unit</b>  |
| <b>1393.11</b> | <b>Princeton Unit</b>    |
| <b>1393.12</b> | <b>Fort Wayne Unit</b>   |

## **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. The Trial Board should dismiss all charges when a member files charges against another member and willfully fails to appear before the Trial Board to prosecute the case.

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 Union 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 Union, the amount thereof to be fixed by the Court.

Sec. 5. Each member shall keep the Financial Secretary informed of their correct address. The Financial Secretary, in turn, shall notify the International Secretary.

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

Sec. 7. The *IBEW Constitution* is hereby made a part of these bylaws. Where there is doubt 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. Members shall be supplied with copies of the *IBEW Constitution*, these bylaws, and the working agreement upon request to the Local Union.

Sec. 9. 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. 10. Members shall show their working cards or dues receipts upon request.

Sec. 11. 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. 12. A member who seeks to resign from membership must submit the resignation in writing via delivery to the Local Union mailing address and addressed to the attention of the president or recording secretary of the Local Union. The resignation shall become effective upon receipt by the Local Union.

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

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

Sec. 13. 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 their 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 picket duty when called without a reasonable excuse. However, if a member is unable to serve, they may in lieu of picket duty pay to the Local Union up to eight (8) hours' wages.

**ARTICLE XV**  
**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 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 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 changed 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
- 3/19/25         Art.'s II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV and XVI  
                  updated to Pattern, Art. V added and remaining Art.'s were renumbered.