

BYLAWS

OF

LOCAL UNION 441

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

SANTA ANA, CALIFORNIA

APPROVED: May 2, 2018

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 441 of the International Brotherhood of Electrical Workers, Santa Ana, California**. Local 441 shall have jurisdiction over **Inside** work and **Alarm and Signal** work as defined in Article XXVI, Sections 4 and 5 of the IBEW Constitution when performed as follows:

(a) **Inside** work when performed in Orange County, State of California.

(b) **Alarm** and **Signal** work when performed by employees of:

Wackenhut Electronic Systems, Inc.

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

Sec. 2. The objects of this Local Union shall be (1) to organize all workers coming within the jurisdiction of this Local Union; (2) to secure improved wages, hours, working conditions, and other economic advances through organization, negotiations, and collective bargaining; (3) to engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interests of this organization and its membership directly or indirectly; (4) to foster, promote, and participate in educational activities which are designed to improve the skills and abilities of our members in the electrical industry and other fields of activity in the interest of this organization and its membership; (5) to protect and preserve the union as an institution and to perform its legal and contractual obligations; (6) to carry out the objects of the International Union as affiliate thereof and its ends as such as an affiliate; (7) to receive, manage, invest, expend, to otherwise use the fund and property of this organization to carry out these ends and to achieve the objects set forth in this Constitution and bylaws and the International Constitution, and to protect the officers and members in carrying out the ends and objects of this Constitution and bylaws and the International Constitution.

Sec. 3. Local Union 441 shall cover the "A" and "BA" types of membership.

ARTICLE II
Meetings

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

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

ARTICLE III
Officers - Elections - Duties

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

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

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

Sec. 4. (a) At the meeting of the Local Union when nominations are made, after nominations have closed, 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 any office shall be eligible to serve on this Board.

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

(c) Members in good standing and qualified to vote who expect to be unable to visit the polls on election day, may at any time within thirty (30) days but not less than five (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall be marked only with the words **OFFICIAL BALLOT**. 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.

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

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

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

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

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

(i) **Voting shall be by secret ballot.**

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

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

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

Sec. 5. (a) 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.

Sec. 6. The **Executive Board** shall consist of the **President, Recording Secretary** and **5** elective members.

Sec. 7. The **Examining Board** shall consist of **5** elected members.

Sec. 8. (a) Nominations for officers shall be held in **May 2019**, and election of officers shall be held in **June 2019 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to

the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required. Said notice shall also include all details concerning the availability of the absentee ballot.

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

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

(d) No member shall be eligible for office unless he/she has been a member of Local Union 441 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.

(f) Every member in good standing in the Local Union, except as provided in these bylaws, shall have the right to nominate, vote for, or otherwise support the candidate of their choice.

ARTICLE IV
Executive Board

Sec. 1. The duties of this Board are outlined in Article XVII 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 XX 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 XXIII 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 be Chairman, and the Recording Secretary shall serve as Secretary of the Executive Board.

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union at such time as they decide.

ARTICLE V
Examining Board

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

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

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

Sec. 4. The Examining Board shall examine all applicants or members when so directed by the Executive Board.

Sec. 5. The Board shall keep a record of their meetings and all applicants examined. Any member who has taken the examination may, upon written request, review his/her examination papers with the Board on their next regular meeting night. Any member, who fails to pass the examination or fails to appeal, unless excused, shall not be eligible for re-examination for six months, except by direction of the Executive Board.

Sec. 6. Classifications of members shall not be changed on official receipts unless authorized by the Examining Board.

ARTICLE VI

Business Manager

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

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

Sec. 3. The Business Manager-Financial Secretary shall have the authority to employ or discharge all the employees of the Local Union including, but not limited to Assistant Business Manager(s), Business Representatives, and Organizers, clerical and custodial employees. He shall determine the duties, assignments, hours of work, and working conditions of all employees of the Local Union.

Sec. 4. The Business Manager-Financial Secretary shall determine the compensation of all clerical and custodial employees provided, however, in no event shall they be paid less than the prevailing union wage scale for their classification. The compensation for clerical and custodial employees shall be reviewed by the Executive Board, subject to approval of the Local Union.

Sec. 5. The Business Manager-Financial Secretary shall determine salary for the Organizers but in no event shall it exceed the pay of the business representatives based on 40 hour week, subject to approval of the Local Union.

Sec. 6. The Business Manager-Financial Secretary may assign any of his administrative functions to the Assistant Business Managers, Business Representatives, or Organizers, but said Assistant Business Managers, Business Representatives, and Organizers shall not exercise executive functions or determine policies. The Business Manager-Financial Secretary shall be responsible for all decisions of the Assistant Business Managers, Business Representatives, and Organizers.

Sec. 7. The Business Manager-Financial Secretary shall be authorized to purchase supplies necessary to carry on the business affairs of the Local Union Office.

Sec. 8. It shall be the responsibility of the Business Manager- Financial Secretary to protect the jurisdiction, to organize, to assist in negotiating Collective Bargaining Agreements, and to administer the Collective Bargaining Agreements of this Local Union.

Sec. 9. The Business Manager-Financial Secretary shall be the representative of this Local Union in all dealings with contractors and employers of members of this Local Union. It shall

be his duty to enforce the provisions of the current labor agreement, to make periodic reports of his work to the general membership.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be:

President	Five hours per month at Journeyman Wireman scale
Vice President	Five hours per month at Journeyman Wireman scale
Recording Secretary	Five hours per month at Journeyman Wireman scale
Treasurer	Five hours per month at Journeyman Wireman scale
Executive Board Members (each)	Five hours per month at Journeyman Wireman scale
Examining Board Members (each)	Five hours per month at Journeyman Wireman scale
Business Manager- Financial Secretary	160% of Journeyman Wireman weekly straight time scale.
Assistant Business Manger(s)	140% of Journeyman Wireman weekly straight time scale.
Business Representatives straight time scale.	122.6% of Journeyman Wireman weekly
Organizers	Be fixed by the Business Manager, but not exceeding that pay of the Business Representatives based on a thirty-five hour week.

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

Sec. 3. All disbursements for authorized expenditures made on behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. No officer or employee of the Local Union may receive dual salaries, provided however, that officers who are not paid on a full-time basis shall, when assigned by the Business Manager to duties other than those of their office, be compensated at the prevailing Journeyman's straight time hourly rate and shall receive in addition mileage, at a rate per mile as determined by the Executive Board, to and from their homes, except in the case of the officers in the course of their regular duties.

Sec. 5. The Local Union shall carry automobile casualty insurance on the automobiles used for the business of the Local Union, to cover public liability and property damage.

Sec.6. The Business Manager, Assistant Business Manager(s), Business Representatives and Organizers shall be furnished vehicles by the Local Union or furnish their own vehicles. Vehicle expenses are subject to approval of the Executive Board. All that furnish their own vehicle shall receive \$150.00 per week for automobile operations, depreciation and repair expenses.

Sec. 7. Each officer, representative and delegate authorized to attend Conventions and Conferences must submit all receipts for expenses and lost time wage requests to the Executive Board for reimbursement approval. Under no circumstances shall overtime wages be paid. Additionally, no delegate attending the IBEW Convention shall be entitled to reimbursement from the Local Union if the International Office has already reimbursed said expenses and wages.

ARTICLE VIII
Committees and Delegates

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

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

Sec. 3. The President and Business Manager-Financial Secretary shall by virtue of their respective offices, serve as delegates to the International Convention.

ARTICLE IX
Stewards

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

Sec. 2. Duties of Stewards shall be:

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

(b) To see that 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.

Sec. 4. No member holding a supervisory position shall be a Steward.

Sec. 5. No steward shall be authorized to collect any dues or assessments for the Local Union.

ARTICLE X
Assessments - Admission Fees - Dues

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

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

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

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

Sec. 3. The admission fees shall be:

(a) "A" Membership	Journeyman	Apprentice	Other
Inside Agreement Classifications Construction Wireman/ Construction Electrician	\$100.00	\$50.00	\$25.00
Sound Agreement Classifications Maintenance Agreement Classifications	\$ 50.00	\$25.00	\$25.00
	\$ 25.00	\$25.00	\$25.00
"A" or "BA" Membership			
Disneyland Maintenance or Other Facility Maintenance Agreement Classifications	\$25.00	\$25.00	\$25.00

(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, and then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by twenty percent (20%) or more of the admission fee. Full payment satisfactory arrangements may be made with the Executive Board) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

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

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

Sec. 6. Members working at more than one (1) classification, as outlined herein, shall pay admission fees and dues for the highest classification in which they work.

Sec. 7. The **monthly dues** shall be:

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

All classifications one-half (1/2) hour's pay at the straight-time rate for the classification shown on the member's receipt or, the classification of work performed, whichever is greater, shall be paid monthly in advance.

PLUS

Working Dues

All Construction classifications 3.25% of gross earnings during the calendar month.

Working Dues

All non-Construction
Classifications 1.25% of gross earnings during the calendar month.

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

(d) Self-employed members who work with tools shall pay working dues as provide for above.

(e) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local 441.

(f) All members working on Building and Construction Trades jobs or 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 therefrom. Disbursements shall be made in accordance with Article XVIII of the IBEW Constitution and these bylaws.

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

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

Sec. 4. There are hereby established the following funds:

General Fund
Death Benefit Fund
Building Fund

Sec. 5. There shall be a Petty Cash Fund of not to exceed \$500.00. All disbursements from this fund shall be for incidental expenses related directly to and occurring within the Local Union office. Vouchers with Petty Cash disbursement slips attached, shall be referred to the Executive Board and upon authorization of the Board, the fund shall be replenished, subject to Article XVII, Section 13 of the Constitution.

Sec. 6. There shall be a change fund of \$150.00 for dues and fee transactions and shall not be diverted from this purpose for any reason.

Sec. 7. The Executive Board shall examine and pass upon all bills and expenditures subject to the approval of the Local Union, except regular or standing bills such as rent, salaries, payment to the International Office, which require no action for payment.

ARTICLE XII
Death Benefit Fund

Sec. 1. There shall be a Death Benefit Fund established in Local Union 441. All "A" membership shall become participating members of this fund.

Sec. 2. The fund shall be established by each participating member paying \$2.00 admittance fee into the Death Benefit Fund. All new members shall pay \$2.00 into this Fund with their month's dues and all subsequent death benefit assessments.

Sec. 3. Upon the death of any participating member, each "A" member shall be assessed \$2.00. The Financial Secretary shall officially notify each "A" member stating that such assessment is now due.

Sec. 4. (a) Upon the death of any participating member, Local Union 441 shall pay death claims to the beneficiary or beneficiaries computed at \$2.00 per capita.

(b) The Financial Secretary shall see that this Death Benefit is paid after satisfactory evidence of death is furnished. Any beneficiary or beneficiaries of a deceased member cannot receive more than the current month death benefit.

Sec. 5. Each "A" member shall sign the benefit form of the Death Benefit Fund, designating who his or her beneficiary or beneficiaries shall be. In case his beneficiaries are dead at his death, then the benefit shall be paid to his wife, husband, or nearest blood relation, kin, or revert to the Death Fund.

Sec. 6. Should a participating member die who is financially indebted to the Local Union, and then the Financial Secretary shall deduct from the death benefit the amount of the indebtedness before paying the death benefit to the beneficiary or beneficiaries.

Sec. 7. Should a participating "A" member die without any family or relatives to care for his funeral, then the Local Union shall take care of the funeral and pay for the funeral expenses from the Death Benefit Fund. The balance of the death benefits reverts to the Death Benefit Fund. The funeral shall not exceed the Death Benefit Assessment collected.

Sec. 8. Beneficiary or beneficiaries shall not be entitled to any benefit if a member is killed or dies while in military service. As soon as he deposits his military card in Local Union 441 and leaves military service, he becomes entitled to benefits again and must pay the first death assessment after he deposits his card.

Sec. 9. Any member of this Local Union ceasing to be a member of the IBEW for any reason shall not be entitled to any benefits from this Fund.

Sec. 10. Any expenses incurred in administering this Fund shall be paid from the General Fund.

Sec. 11. Inasmuch as this Death Benefit Fund was created for the working "A" member of Local Union 441 and not as an insurance business, members taking a withdrawal card shall not be entitled to any benefits of this Death Benefit Fund as long as they are classed as such. This section shall not preclude members hereinafter on International Pension Withdrawal cards from continuing their participation.

Sec. 12. Any "A" member, who fails to pay any Death Assessment within 3 months after the assessment has been declared, will not be participating and his or her beneficiaries shall not be entitled to any Death Benefit Claim.

Sec. 13. No other monies than those herein authorized shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 14. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 15. This Fund is not maintained under a written trust.

ARTICLE XIII
Admission of Members

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

Sec. 2. Apprentices may be accepted into membership at any time; however, after having worked one (1) year under the supervision or jurisdiction of this Local Union, they shall be admitted to membership in accordance with Article XV of the IBEW Constitution.

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

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

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

ARTICLE XIV
General Laws

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

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

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

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

Sec. 4. All financial obligations (including but not limited to fines, assessments and unpaid dues and fees) owed by a member under the IBEW Constitution or the bylaws of this Local Union shall constitute debts owed by the member to the IBEW or the Local Union, and may be recovered through court action brought by the IBEW or the Local Union. If it is necessary for the Local to institute legal proceedings in order to recover any such debt, the individual member shall also be liable for all costs of said proceedings, together with a reasonable attorney's fee incurred by the Local, the amount thereof to be fixed by the Court.

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

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

Sec. 7. The IBEW Constitution is hereby made a part of these bylaws. Where there is doubt concerning any section of these bylaws or where such might appear to be in conflict with the IBEW Constitution, then the IBEW Constitution shall control and must be followed.

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

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

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

Sec. 11. The Business Manager-Financial Secretary shall see that any member who is a contractor or employer shall have their dues receipts so stamped. Such members shall not be allowed to attend meetings or vote at Local Union or Unit elections.

Sec. 12. Members shall show their working cards or dues receipts upon request of the Business Manager, Business Representative, Stewards or Building Trades Representatives.

Sec. 13. Each member, when requested by the Business Manager or his Representative, shall be responsible to serve one (1) day each calendar year for picket duty or handbilling.

In the case of a legitimate reason, the Business Manager can grant a postponement of the member's obligation.

The members shall be called in alphabetical order. No member shall walk picket or handbill alone.

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 by any such proposal being submitted in writing and read at two (2) regular meetings of the Local Union, and decided at the second meeting by a majority vote of the members present and voting.

(b) However, assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the Local Union meeting at which the membership is to vote on the question.

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

**LOCAL UNION 441
RECORD OF AMENDMENTS**

District: Ninth

Location: Santa Ana, California

Bylaws Retyped in Entirety: November 18, 1991

DATE ARTICLES AND SECTIONS AMENDED

- 3/8/93 Art. X, Sec. 7(b) revised; Updated referenced articles to comply with Constitution.
- 9/26/94 Art. X, Sec. 7(b) revised; Art. X, Sec. 7(g) deleted.
- 5/15/96 Art. X, Sec.7 (a&b) revised.
- 6/25/97 Art. X, Sec. 7(a); Art. XI, Sec. 4 revised; Sec. 8 added.
- 8/27/97 Art. VII, Sec. 7 revised.
- 11/4/98 Art. XV, Section 13 added.
- 2/26/99 Art. III, Sec. 8(a); Art. XII, Sections 3, 4, 6, 7 and 12 amended.
- 9/21/00 Updated Constitutional Articles. Article I, Section 1 and 1(a); Article X, Section 7(a) amended; Article XI, Section 8 deleted.
- 7/25/01 Article IV, Section 6 deleted.
- 9/29/04 Article VIII, Section 4 deleted.
- 10/8/04 Article X, Sec. 7(a) amended.
- 3/21/07 Article X, Sec. 3 amended.
- 8/7/07 Article VII, Sec. 7 amended.
- 8/23/10 Art. VII, Sec. 1 amended.
- 12/10/10 Art. X, Sec. 3(a) and 5(b) amended.
- 3/18/11 Art. X, Sec. 3(a) amended. Art. XIII, Orcolec, Inc. removed.
- 4/27/12 Art. X, Sec. 7 amended.
- 3/18/15 Art. X, Sec. 3(a) amended.
- 4/17/18 Art. VII, Sec. 6 amended.
- 5/2/18 Art. VI, Sec. 3 amended.