

**BYLAWS**

**OF**

**LOCAL UNION 313**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**WILMINGTON, DELAWARE**

**APPROVED: July 17, 2015**

## **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 313** of the International Brotherhood of Electrical Workers, **Wilmington, Delaware**. Local 313 shall have jurisdiction over **Inside and Sound and Public Address work** as defined in Article XXVI, Section 5 and 6(a) of the I.B.E.W. Constitution when performed as follows:

**Inside and Sound and Public Address work** when performed in the following areas:

State of Delaware entire State except that portion of the existing Sun Oil Refinery property that extends beyond the boundary of the State of Pennsylvania into the State of Delaware.

All of Cecil County.

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 Union shall be to promote by all proper means the material and intellectual welfare of its members.

Sec. 3. Local Union No. 313 shall cover the “A” and “BA” types of membership.

## **ARTICLE II**

### **Meetings**

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

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

Sec. 3. Members who do not remain at the meeting until the "Roll Call of Members" shall be marked as absent.

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

Sec. 5. Voting machines, if available, may be substituted for printed ballots when voting at the polls. All applicable requirements in the foregoing Section shall apply, when voting machines are used, in the same manner as though a printed ballot were used.

Sec. 6. The officers shall be those provided for in Article XVI of the IBEW Constitution.

Sec. 7. The Executive Board shall consist of the President, Vice President, Recording Secretary and 6 elective members.

Sec. 8. The Examining Board shall consist of 3 elective members.

Sec. 9. (a) Nominations for officers shall be held in **May 2017**, and election of officers shall be held in **June 2017**, and every three (3) years thereafter, as stated in 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 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 313 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 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 Board may be called by its Chairman or the Business Manager.

Sec. 4. The Board shall elect its own Chairman. The Recording Secretary of the Local Union shall serve as Secretary of the Board.

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union.



**ARTICLE V**  
**Examining Board**

Sec. 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications 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.

**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.

**ARTICLE VII**  
**Salaries**

Sec. 1. Salaries shall be as follows:

President	4 hours wages per week at the Journeyman Wireman rate
Recording Secretary	2 hours wages per week at the Journeyman Wireman rate
Financial Secretary	7 hours wages per week at the Journeyman Wireman rate
Treasurer	7 hours wages per week at the Journeyman Wireman rate

The above salaries shall be payable monthly.

Business Manager	A weekly salary equal to 40 times 150% of the straight time hourly rate for Journeyman Wireman.
Assistant Business Manager	A weekly salary equal to 40 times 125% of the straight time hourly rate for Journeyman Wireman.

The salaries for Business Manager and Assistant Business Manager shall be payable weekly.

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 on behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

**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.

**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. The first member on any job shall assume the duties of Steward until one is appointed by 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 to apply on admission fees, dues and assessments established in accordance with the IBEW Constitution and these by laws.

Sec. 3. The admission fees shall be:

(a)	<b>“A” Membership</b>	<b>Journeyman</b>	<b>Apprentice</b>	<b>Other</b>
	Wireman	\$200.00	\$ 50.00	-----
	Residential Wireman	-----	-----	\$20.00
	Residential Trainee	-----	-----	\$10.00
	Instrument Technician	\$ 25.00	-----	-----
	<b>“A” or “BA” Membership</b>			
	Maintenance Electrician	\$ 20.00	-----	\$20.00
	Teledata: All Classifications	-----	-----	\$25.00
	Electrical Inspector	-----	-----	\$25.00
	Electrical Inspector Trainee	-----	-----	\$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, 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. 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.

Sec. 6. Basic dues are payable quarterly in advance. Any member failing to pay his dues on or before the 10th day of the first month of each quarterly period shall automatically stand suspended from all local benefits.

Sec. 7. In addition to basic dues, all active IBEW members shall pay Building and Construction Trades Council per capita tax.

Sec. 8. The monthly dues shall be:

(a) "A" and "BA" Members	Basic Dues	Working Dues
Journeyman Wireman – not employed under the terms of an approved Local Union agreement	\$12.00	None
Apprentices	\$ 3.00 plus	1¼ % of Gross Wages
All other Classifications	\$ 3.00 plus	4.0 % of Gross Wages
Teledata: All classifications	\$ 3.00 plus	1½% of Gross Wages
Electrical Inspector	\$10.00	N/A
Electrical Inspector Trainee	\$10.00	N/A
Construction Wireman	\$ 3.00 plus	3.8% of Gross Wages
Construction Electrician	\$ 3.00 plus	3.8% of Gross Wages
Lightning Protection Technician	\$ 3.00 plus	5.0% of Gross Wages

(b) Applicable International payments and all assessments to be paid in addition to the above dues.

(c) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local 313.

(d) All members working on Building and Construction Trades jobs shall maintain type "A" membership

(e) Working Dues for the preceding month are due and payable not later than the regular meeting night of the month following the period worked.

**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 monies 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 June 30.

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

**General Fund**  
**Unemployed Dues and Welfare Fund**  
**Recreation and Education Fund**  
**Building Fund**

Sec. 5. Each month an amount equal to \$1.00 of each month's dues received during the previous month shall be transferred from the General Fund to the Unemployed Dues Fund.

However, no such transfer shall be made during any month when the balance in the Unemployed Dues Fund exceeds \$5,000. Monies for that month or months shall be transferred to the Recreation and Education Fund.

Sec. 6. Each month an amount equal to \$1.00 of each month's dues received during the previous month shall be transferred from the General Fund to the Recreation and Education Fund, however, no such transfer shall be made during any month when the balance in the Recreation and Education Fund exceeds \$15,000.00.

Sec. 7. Except as provided for above, no other money shall be transferred between the funds authorized in Section 4 above without the prior approval of the International President.



**ARTICLE XII**  
**Union Electrical Workers**

Sec. 1. The Local Union Officers including all Executive Board members shall serve as the Board of Directors of the Union Electrical Workers, Inc. Upon expiration of their term as Local Union officers or upon their resignation or removal, their duly elected, or appointed, successors shall become Directors of the Union Electrical Workers, Inc.

Sec. 2. Before any property, real or otherwise, is to be purchased or disposed of in the name of the Union Electrical Workers, Inc., all members of the Local Union shall be advised of such matter and a meeting called for the purpose of voting on such matter. It shall require a majority vote of the members present and voting to decide such matter.

Sec. 3. Before instructions are given to the Board of Directors of the Union Electrical Workers, Inc., to purchase or dispose of any property real or otherwise, Paragraph 2 of this Article shall be complied with.

Sec. 4. It shall be the duty of the Board of Directors to see that a complete financial statement of the Union Electrical Workers, Inc., is prepared for presentation to the first regular meeting of the Local Union following the regular annual meeting of the Union Electrical Workers, Inc.

Sec. 5. A quarterly audit of all property, real and personal of the Union Electrical Workers, Inc. shall be presented for inspection and approval to the Executive Board of the Local Union no later than thirty (30) days after the quarter for which it has been made.

**ARTICLE XIII**  
**Recreation and Education Fund**

Sec. 1. The Recreation and Education Fund shall be used to advance the cause of Unionism and Brotherhood.

Sec. 2. Any expenditure from this Fund must be approved by the Local Union.

Sec. 3. Withdrawals from this Fund shall be signed by the following officers of the Local Union:

President or the Vice President and the Treasurer

**ARTICLE XIV**  
**Unemployed Dues and Welfare Fund**

Sec. 1. There is hereby established in this Local Union an “Unemployed Dues & Welfare Fund” for the payment of distressed members’ dues, health & welfare as hereinafter stated.

Sec. 2. Any member in financial distress may apply to the Executive Board to have his dues and/or welfare carried. The Board shall act on such appeals at its last meeting in the month and shall have full authority in all such cases.

Sec. 3. (a) When a member’s dues are carried, the Recording Secretary shall issue a voucher in the member’s name for the amount. This shall be signed by the President, endorsed by the member and given to the Treasurer who will issue one check to the Financial Secretary drawn on the Unemployed Dues & Welfare Fund in the member’s name. After the check is endorsed by the member, the Financial Secretary shall then issue proper dues receipt to the member.

(b) When a member’s health & welfare payments are carried, the Recording Secretary shall issue a voucher including the member’s name and Local Union 313 Health & Welfare Fund for the amount. This shall be signed by the President endorsed by the member and given to the Treasurer who will issue one check in the member’s name and the name of the fund drawn on the Unemployed Dues & Welfare Fund. After the check is endorsed by the member, it will be forwarded to the Administrator for payment.

Sec. 4. All dues and welfare carried shall be charged to the member’s account by the Financial Secretary unless directed otherwise by the Executive Board and approved by the Local Union.

Sec. 5. Members who are kept in good standing under this Article shall not be entitled to any voice or vote at Local Union meetings on matters involving their indebtedness to the Local Union.

Sec. 6. The Local Union shall not cancel or otherwise remit the indebtedness of any member for dues or welfare carried except in cases where such action is recommended by the Executive Board.

Sec. 7. The Financial Secretary shall report to the Local Union at the first regular meeting in each month, the amount of dues and welfare being carried from the Unemployed Dues & Welfare Fund, noting the names of those who have been kept in good standing by payments from the Unemployed Dues & Welfare Fund.

Sec. 8. Any member who makes false claims or feigns sickness or disability to try to collect these benefits shall be subject to charges under procedures contained in the Constitution & Bylaws.

Sec. 9. No benefit shall be paid to members who are afflicted with disease or injuries received while out on carousals.

Sec. 10 (a) Under no circumstances shall any money be transferred from the General Fund to supplement this Fund without approval of the International President.

(b) Any changes in this plan shall be handled in accordance with the amending provisions in these By-Laws.

(c) Should the Local Union decide to terminate the Unemployed Dues & Welfare Fund, the termination shall be accomplished by removing the plan from these bylaws in accordance with the amending provisions in these Bylaws.

(d) In such event, the money in the fund at the time shall be transferred to the General Fund.

Sec. 11. This fund is not maintained under a written trust.

**ARTICLE XV**  
**Admission of Members**

Sec. 1. Qualification and admission of members shall be in accordance with Article 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 the 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 classes as directed by the committee.

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

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

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

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

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

(d) The Residential Wireman and the Residential Trainee shall be made aware of and agree to these provisions prior to admission into the Union.

Sec. 5. Except as provided above, each applicant shall be required to satisfactorily pass an examination.

Sec. 6. Apprentices may attend any regular meeting. However, in accord with Article XVI of the Constitution, apprentices shall have no voice or vote at meetings or elections.

## **ARTICLE XVI**

### **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 May and elected in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. 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 313:

313.1 Kent and Sussex Counties, Delaware

313.2 Residential Wireman and Residential Trainee

## **ARTICLE XVII**

### **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 XVI 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 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. Members shall show their working cards or receipts upon request.

Sec. 13. (a) Members of Local 313 shall be selected on an alphabetical basis for picket duty and shall serve on their designated date.

(b) Selection shall be made by the Business Manager or his representative. Whenever possible, at least 24 hours notice shall be given prior to the designated date.

(c) A member must serve his turn for picket duty when called, unless a reasonable excuse is given.

Sec. 14. No member shall enter into or be party to a separate working agreement with a contractor, nor shall he act as an agent for his own employment.

**ARTICLE XVIII**  
**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 313  
RECORD OF AMENDMENTS**

District: Third

Location: Wilmington, Delaware

Bylaws Retyped in Entirety: October 25, 1995

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**DATE                   ARTICLES AND SECTIONS AMENDED**

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- 3/13/97           Article XVII, Section 14 added.
- 5/12/98           Article X, Sections 3(a) and 8(a) amended.
- 12/22/98          Article X, Section 8(a) amended.
- 9/13/99           Article I, Section 1, amended.
- 4/5/00            Article I, Section 1, amended.
- 6/15/01           Article X, Section 8(a) amended.
- 7/25/01           Article X, Section 7 and Section 8 (c&d) amended. Section 8(f) deleted.
- 3/12/02           Article. VII, Section 1 amended.
- 5/30/06           Article X, Sections. 3(a) and 8(a) amended. Updated Constitutional Articles.
  
- 10/5/12           Article X, Section 8(a) amended.
- 4/15/13           Article X, Section 8(a) amended.