

BYLAWS

OF

LOCAL UNION 569

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

SAN DIEGO, CALIFORNIA

APPROVED: January 18, 2019

ORDER OF BUSINESS

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

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

ARTICLE I
Name - Jurisdiction - Objects

Sec. 1. This Organization shall be known as **Local Union 569** of the International Brotherhood of Electrical Workers, **San Diego and Imperial Counties, California**. Local 569 shall have jurisdiction over all **Inside, Maintenance, Radio-Television Service, Sound and Public Address, and Intelligent Transportation Systems** work as defined in Article XXVI, Sections 5 and 6(a) of the IBEW Constitution when performed as follows:

(a) **Inside, Radio-Television Service, Sound and Public Address and Intelligent Transportation Systems** work when performed in Imperial and San Diego Counties in the State of California.

(b) **Maintenance** work when performed under an approved agreement within the territorial jurisdiction.

(c) **Electrical Equipment Service and Electric Sign** work when performed under an approved agreement within the territorial jurisdiction.

(d) **Marine** work when performed by members employed by Pac Ord Inc., Branch #15.

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 promote by "all proper means" the material and intellectual welfare of its members.
2. To organize all workers coming within the jurisdiction of this Local Union;
3. To secure improved wages, hours, working conditions and other economic advances through organization, negotiations and collective bargaining;
4. To engage in cultural, civic, legislative, political, fraternal, education, charitable, welfare, social and other activities which further the interests of this Organization and its membership directly or indirectly;
5. 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;
6. To protect and preserve the Union as an institution and to perform its legal and contractual obligations;

7. To carry out the objects of the International Union as an affiliate thereof and its ends as such an affiliate;
8. To receive, manage, invest, expend or otherwise use the funds and property of this Organization to carry out these ends and to achieve the objects set forth in these bylaws and the International Constitution, and to protect the officers and members in carrying out the ends and objects of these bylaws and the International Constitution.

Sec. 3. Local Union 569 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. 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. A bound book with serially numbered pages shall be available at the opening of each regular membership meeting and Unit meetings and those members who wish to be recorded as being present shall sign in the book giving their card number. This record shall be the only acceptable record to prove attendance, unless a member is included in the Minutes of the meeting. The President and Recording Secretary shall sign the book immediately upon adjournment and any name entered after theirs shall not be considered as being in attendance.

Sec. 4. A quorum of all Boards, Committees or Delegates shall be a majority of same and no business shall be conducted unless a quorum is present.

Sec. 5. Making collections, panhandling, peddling or passing the hat for donations shall not be permitted on the floor of the Local Union meetings at any time.

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.

Sec. 5. The Executive Board shall consist of the Local Union President Recording Secretary, and 5 elected members.

Sec. 6. The Examining Board shall consist of 5 elected members.

Sec. 7. (a) Nominations for officers shall be held in **May 2019 and** election of officers shall be held in **June 2019 and every 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) 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 mailing of the ballots 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) The Local Union shall comply with all reasonable requests of any bona fide candidate for Local Union Office to distribute his/her campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with

the *IBEW Local Election Guide* and with applicable Department of Labor Regulations under the Labor Management Reporting and Disclosure Act of 1959.

(e) No member shall be eligible for office unless he/she has been a member of Local Union 569 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) 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 he/she entered an apprenticeship program for the purpose of upgrading his/her 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 will be received, the date, time, and place when 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 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, such individual 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 the meeting of the Local Union, in the month proceeding the month in which nominations are made, 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.

(d) After nominations have been made and those nominated are found by the Election Judge to be qualified, the Election Judge 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. 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.

(f) The Financial Secretary shall furnish to 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 a depository to which the envelopes containing the 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.*) 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 his/her name and address.

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

(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 the 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 the 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 assure a fair and orderly election process. These rulings or decisions shall not conflict with any provisions in the IBEW Constitution or these bylaws.

(p) In the event a 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 the election for the Local Union Executive Board (and/or Examining Board), which shall be decided for the candidates receiving the most votes.

(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 this 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 Chairman or the Business Manager.

Sec. 4. (a) The President shall be Chairman and the Recording Secretary shall be Secretary of the Board.

(b) The Chairman shall be responsible for the proper conduct of all Board meetings. The Secretary shall keep accurate Minutes of all business transacted by the Board.

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

Sec. 6. The duties of the Executive Board shall be those set forth in the IBEW Constitution. In addition thereto, the duties of the Executive Board shall consist of the following:

(1) To manage, invest, expend and contribute Local Union funds in the pursuit and accomplishment of the objects and in accordance with the provisions of the International Constitution and these bylaws, subject to the approval of the Local Union.

(2) The Executive Board shall be authorized to make loans to members who are in financial distress to protect their standing in the Local Union. All loans provided in this Section shall be charged against the member as indebtedness to the Local Union. The Local Union shall not cancel or remit any member's indebtedness for dues that have been carried as provided for in this section.

(3) The Executive Board shall be authorized to employ and pay attorneys, accountants and such other special or expert services as may be required by the Local Union, and shall be authorized to pay the expenses and costs of any legal proceedings or actions of any nature against the Local Union, its officers, representatives and employees where such actions arise out of the performance of their duties in

accordance with the IBEW Constitution and these bylaws and applicable laws. The Executive Board shall also be authorized in accordance with applicable laws to indemnify any officer, representative, or employees of the Local Union for any judgment obtained against them, if in its judgment, it shall be necessary or desirable to protect, preserve, or advance the interests of the Local Union. But in no case shall they be indemnified where there is an adverse final judgment against the officer, representative, or employee for embezzlement, misappropriation of funds, or personal misconduct.

(4) The Executive Board may take any action the Local Union can take which should be taken prior to the next regular meeting. This means on matters of such importance that they should not be allowed to wait until the next regular meeting. However, all actions of the Executive Board must be submitted to the Local Union for approval - except those actions taken while sitting as a Trial Board.

Sec. 7. (a) Classification of members shall not be changed unless authorized by the Executive Board and approved by the Local Union or in accordance with 9th District alternate pathway policy.

(b) Authorization for change of classification testing is at the discretion of the Executive Board and as approved by the Local Union or in accordance with 9th District alternate pathway policy.

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

Sec. 4. The examiners shall have the authority to select other members to assist them in the preparation of examination questions and procedure to be used in the conducting of the examination. Such members shall be chosen from the same branch of the trade as the workers to be examined.

Sec. 5. In the event the applicant or member fails to pass the examination, he/she shall be required to complete appropriate trade extension courses as determined by the Examining Board; or the applicant or member shall wait 6 months to retake the change of classification examination.

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 shall be vested with the responsibility and authority of administering the business affairs of the Local Union as established by the Local Union.

Sec. 4. The Business Manager shall have the authority to employ or discharge all employees of the Local Union including, but not limited to, Assistant Business Managers, Business Representatives, Organizers, clerical and custodial employees. He shall not hire clerical help who are relatives of members of this Local Union or electrical employers under agreement with this Local Union. He shall determine the duties, assignments, hours of work, and working conditions of all employees of the Local Union.

Sec. 5. The Business Manager 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, nor more than a reasonable amount above the Union scale.

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

Sec. 7. The Business Manager shall be authorized to purchase all equipment and supplies necessary to carry on the business affairs of the Local Union, subject to the approval of the Executive Board.

Sec. 8. It shall be the responsibility of the Business Manager to protect the jurisdiction, to organize employees, to assist in negotiating collective bargaining agreements, to establish friendly relations with employers and to administer the collective bargaining agreements of this Local Union.

Sec. 9. The Business Manager shall notify employers immediately of all classification changes or promotions from one rate to another rate when instructed to do so by the Joint Apprentices Committee or the Executive Board.

ARTICLE VII
Salaries

Sec. 1. (a) Salaries shall be as follows:

Salaries shall be determined by multiplying the Journeyman Wireman straight time hourly rate (not to include benefits) by the hours shown for each office:

President	10 hours per month
Vice President	3 hours per month
Recording Secretary	6 hours per month
Treasurer	3 hours per month
Executive Board Member attended	1.5 hours per Executive Board meeting attended
Examining Board Member/Proctor attended	2 hours per Examining Board meeting attended
Council Delegates	1 hour per meeting attended
Business Manager- Financial Secretary	a weekly salary equal to 40 times 120% of the straight time hourly rate for General Foreman plus \$30.00
Assistant Business Manager	a weekly salary equal to 40 times 120% of the straight time hourly rate for Foreman
Business Representatives	a weekly salary equal to 40 times 120% of the straight time hourly rate for Journeyman Wireman
Stewards	up to \$50 per month for personal phone compensation

(b) The Business Manager shall determine the salary for the Organizers, but in no event shall they exceed that of the Business Representatives. All of the other benefits of the Organizers including car allowance and expenses shall be the same as that received by Business Representatives.

(c) The Election Judge shall receive a fee equivalent to five days' pay at Journeyman Wireman rate for work performed during the June election of officers 15 days following the installation of such officers, provided there has been no appeal of the election granted charging misconduct on the part of the Judge and/or Tellers. The Tellers shall receive a fee equivalent to three days' pay at Journeyman Wireman rate for work performed during the June election of officers 15 days following the installation of such officers, provided there has been no appeal of the election granted charging misconduct or negligence on the part of the individual Teller.

(d) Fringe benefits shall be those as contained in the Inside Agreement and specifically Health & Welfare, Pension, Training. Contributions shall be made by the local union to the above listed Fringe Benefit Trusts in behalf of Business Manager, Assistant Business Manager, Business Representatives, Organizers as employees of the Local Union. Contributions by the Local Union to the above listed Trust Funds shall be in accordance with the specific requirements as contained in the Inside Agreement.

(e) Contributions made by the Local Union to Trusts covered in the Inside Agreement shall be based upon a forty hour (40 hr) work week. At no time shall the Health & Welfare contribution made by the Local Union fall below the amount necessary to maintain the participants' full benefits in Plan A.

(f) These changes shall become effective January 1, 2019.

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

Sec. 4. (a) Members who are full time employees of the Local Union shall not receive from the Union any wages, salary or hourly pay in addition to their regular salaries.

(b) Wages lost from regular employment as a result of authorized Union activities, for any day which the Officer, Steward, Delegate, or Member has been scheduled to work, shall be paid on the basis of actual scheduled hours lost at the individual's straight time hourly rate, not to exceed forty (40) hours in any week.

(c) Lost wages of any member because of special assignments must be authorized by the Local Union or by the Business Manager or his/her designated representative.

(d) There will be no wages reimbursed, except for special assignment for time off unless authorized IN ADVANCE by the Local Union or by the Business Manager or his/her designated representative.

(e) Wages for lost time from normal work hours shall show from whom approval was obtained, i.e. Local Union, Business Manager or his/her designated representative, and be properly submitted on forms provided by the Local Union.

(f) For the purpose of wage reimbursement, holidays and vacation time, whether regular or earned, shall be considered as time worked, and paid at straight time, not to exceed the regularly scheduled straight time hours in any one day.

(g) Lost OVERTIME, whether emergency or prearranged, will not be considered as

reimbursable wage.

(h) If approved by the Business Manager or his/her designee, reimbursement for lost wages is subject to Local Union approval.

Sec. 5. (a) The Business Manager, Assistant Business Manager and Representatives may be furnished cars by the Local Union.

(b) Staff employees not furnished cars, other than clerical and custodial employees, shall furnish their own automobiles. They shall receive the current IRS mileage rate only, for mileage used for union business.

Sec. 6. Vacations - Business Manager, Assistant Business Manager and Business Representatives.

(a) Business Manager, Assistant Business Manager and Business Representatives in continuous service of the Local Union for one (1) year or more shall be allowed two (2) weeks vacation with pay.

(b) The eligibility for said vacation shall be the hiring date of said employees. The vacation shall be taken at a time as designated by the Business Manager or by mutual agreement between the Business Manager and the employee. Vacations are not accumulative, and must be taken within twelve months following eligibility date.

Sec. 7. The Local Union shall carry a comprehensive liability insurance policy to cover any liability which might occur on the part of any paid or unpaid employee, or person or member, representing or traveling for or on behalf of the Local Union. Adequate insurance for replacement of loss of Local Union owned automobiles and the Business Manager's, Assistant Business Managers' or Business Representatives' cars when used for the business of the Local Union, shall be provided, plus any other insurance deemed necessary by the Local Union Executive Board.

Sec. 8. (a) Officers, delegates or other members who are on Local Union business shall receive up to \$75.00 per day in advance for receipted expenses. They shall receive transportation and lodging allowance when leaving the jurisdiction of Local Union 569, or crossing county lines within the jurisdiction of Local Union 569. All such travel shall be approved by the Local Union.

(b) An expense statement shall be completed with attached receipts, following the individual's attendance, covering all expenses incurred, including those covered by the advance and any amount in excess of that amount. All expense statements shall be reviewed by the Business Manager, or his/her designated representative, prior to approval and final payment by the Local Union. Any advanced amount that exceeds that which was actually incurred and accounted for under this policy must be returned to the Local Union within five (5) days from the member's return.

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 Business Manager and President shall, by virtue of the office, serve as a delegate 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.

Sec. 4. The Business Manager-Financial Secretary shall, by virtue of the office, serve as a delegate to any and all other conventions of organizations with which the Local Union is affiliated.

Sec. 5. The Business Manager-Financial Secretary or his designated representative shall be a member of all Negotiating Committees and all Joint Labor/Management Committees and Boards of Trustees.

Sec. 6. It shall be the duty of all delegates and committees to make a report to the meetings of the Local Union or their Units.

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 Steward shall be authorized to collect any dues or assessments for the Local Union.

Sec. 5. It shall be the duty of the Steward to have the current contact information of all members working on the job and report all injuries and accidents to the Safety Committee at Local Union 569.

Sec. 6. No member holding a supervisory position shall be a steward.

Sec. 7. Stewards shall inspect dues receipt no less than once monthly.

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 (agency fees, where applicable) 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
Wireman	\$100.00	\$ 50.00	\$ --.—
Construction Wireman/ Construction Electrician	--.--	--.--	50.00
Lineman	100.00	50.00	--.--
Cable Splicer	100.00	50.00	--.--
Electronic Tech.	100.00	50.00	--.--
Sign Man	100.00	50.00	--.--
Sign Service Man	60.00	30.00	--.--
Shopman	60.00	30.00	--.--
Motor Winder	60.00	30.00	--.--
Sound Technician	60.00	30.00	--.—
Intelligent Transportation Systems Technician	60.00	30.00	--.--
Groundman	--.--	--.--	50.00
Estimator	--.--	--.--	50.00
Residential Wireman	--.--	--.--	25.00
Residential Trainee	--.--	--.--	10.00
 "A" or "BA" Membership			
Marine Electrician	60.00	30.00	--.--
Marine Electrician/Welder	60.00	--.--	--.--
Marine Electrician/Shop	60.00	--.--	--.--
Marine Technician	60.00	30.00	--.--
Maintenance Electrician	60.00	30.00	--.--
Computer Tech/Internet Tech	--.--	--.--	40.00
Civil Service Electrician	20.00	12.50	--.--

Industrial Electrician A.C	20.00	12.50	--.--
Electronic Tech	20.00	12.50	--.--
Instrumentation Tech	20.00	12.50	--.--

"A" or "BA" Membership Journeyman Apprentice Other

Communication Man	\$ 20.00	\$12.50	\$--.--
Radio-Television Tech	20.00	12.50	--.--
Antenna Man	20.00	--.--	--.--
Appliance Man	20.00	--.--	--.--
Material Handler	--.--	--.--	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. (a) Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time he 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.

(c) Upon becoming a Residential Wireman, a Residential Trainee shall pay any difference in admission fee between Residential Wireman and Residential Trainee prevailing at the time he became a Residential Trainee.

(d) Any member desiring to transfer his membership from one classification to another within the Local Union shall be required to conform to the provisions of the IBEW Constitution, as well as examination requirements of the Local Union. Members shall be required to pay any difference in admission fees between their first classification and the classification to which they are transferring membership. Upon transfer of membership into Local 569 from another Local Union, no member having 5 years or more continuous good standing in the IBEW, shall be required to pay any difference in admission fees providing he maintains his same classification.

(e) All members of IBEW Local Union 569, when employed in the jurisdiction of this Local Union, shall pay applicable working dues as provided for in these bylaws. Members of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided for in these bylaws.

Sec. 6. Dues and per capita are payable monthly in advance.

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

(a) "A" and "BA" Members	Basic Dues	Working Dues
Air Craft Plants	\$9.00	plus \$11.10
Computer Tech/Internet Tech.	9.00	plus 30.00
Industrial Plants	9.00	plus 11.10
Journeyman Lineman	8.00	plus 2% of gross earnings
Journeyman Wireman	8.00	plus 4.5% of gross earnings*
Journeyman Soundman	8.00	plus 2% of gross earnings
Marine and Motor Shops	9.00	plus 12.00**
All other classifications	9.00	plus 1% of gross earnings*

1) Members when referred from Local Union 569 and working for Inmate Day Labor shall pay 4.5% of gross wages as working dues.

2) Members employed as a Journeyman Wireman shall pay 4.5% of their gross wages as Working Dues. Members employed as an Apprentice Wireman shall pay 1.25% of their gross earnings as working dues.

3) When the General Fund accrues \$10,000,000.00 in unallocated funds, the working dues of a member employed as a Journeyman Wireman shall be reduced to 3% of their gross earnings and the working dues of a member employed as an Apprentice Wireman shall be reduced to 1.1% of their gross earnings.

4) When the General Fund is reduced to \$3,600,000.00, the working dues of the Journeyman Wireman and Apprentice Wireman shall be reinstated as set forth in paragraph (2) above.

5) The maximum working dues of a member employed as a Journeyman Wireman shall not exceed 5%. The maximum working dues of a member employed as an Apprentice Wireman shall not exceed 1.5%.

6) For the purpose of calculating a member's gross earnings, lump sum and other negotiated payments (except expense payments) shall be included as gross earnings.

(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 569 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 569.

(e) All members working on Building and Construction Trades jobs shall maintain type "A" membership, and shall pay a Building Trades assessment which shall not exceed \$3.00 per month.

(f) Effective October 1, 1996 and each October 1 thereafter, the working dues for those employed in the Marine and Motor Shops shall be increased \$1.25, provided, a general wage increase was received in the respective bargaining unit.

Sec. 8. All dues and assessments are due and payable on the first day of each month. (The percentage earned in the preceding month or months is due and is a part of the monthly dues which is payable when dues are paid.)

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. The following funds are hereby established:

General Fund

Sec. 5. There shall be a Change Fund of \$1,000.00 for office dues and fee transactions and shall not be diverted from this purpose for any reason.

Sec. 6. All funds of this Local Union shall emanate from the General Fund account.

Sec. 7. All financial appeals from recognized agencies shall be investigated by the Executive Board. The Board may approve individual amounts of not to exceed \$25.00. Amounts in excess of \$25.00 must be approved by the membership in meeting. Any special disbursements shall be made only with the approval of the International President.

Sec. 8. Before any real property is to be purchased or disposed of in the name of the Local Union, 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.

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; 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.

Sec. 4. Apprentices shall have full membership privileges except that they shall not be permitted to hold Local Union office.

Sec. 5. Traveling cards shall be dealt with in accordance with the provisions of the IBEW Constitution and these bylaws. No member's traveling card shall be accepted into the Local Union until he qualifies for the classification for which he is applying, as provided for in the IBEW Constitution and these bylaws.

Sec. 6. Wiremen members of other Local Unions of the IBEW working in the jurisdiction of this Local Union in trade classifications other than construction may have traveling cards accepted and be given classification to cover the branch of trade in which they are engaged, provided that when leaving the jurisdiction of this Local Union they shall, upon request, be given traveling cards showing the same classification as was indicated on the card when presented to this Local Union.

Sec. 7. (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.

ARTICLE XIII

Units

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

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in 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 569:

- 569.1 Sign Workers
- 569.2 Industrial Electricians
- 569.3 Shop Electricians
- 569.4 Marine Electricians
- 569.5 Radio, Television and Sound Technicians
- 569.6 Lineman and Groundman

ARTICLE XIV
General Laws

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

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

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

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

Sec. 4 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 cost 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, 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. 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. This shall include the enforcement of all collective bargaining agreements and these bylaws.

Sec. 11. Members shall show all applicable dues receipts, upon request of the Business Manager, Business Representatives, Stewards, Building Trades Representatives, or anyone who first presents credentials, working cards, or dues receipts proving membership in any AFL-CIO Union.

Sec. 12. Where any agreement provides for employees to be hired through the Union, no member shall solicit or accept employment without first having permission of the Business Manager-Financial Secretary. All members working under other agreements shall notify the Business Manager-Financial Secretary's office as to their employment.

Sec. 13. All members not signed up for Dues Deduction or working under percentage dues classifications shall properly fill out and mail or bring to the Local Union's office a detailed monthly time card (provided by the Local Union) containing all information required on the cards.

Time cards must be submitted to the Local Union office at the time dues are paid for the month or months up to or including the last calendar month in which work was performed.

Sec. 14. No member shall be permitted to perform electrical work with anyone not having a proper receipt, or not a member of the IBEW unless the agreement covering the work allows otherwise.

Sec. 15. Members entering the electrical contracting business in this Local Union's jurisdiction must first notify the Business Manager and file an application to become signatory to the Agreement. Taking out electrical permit shall be evidence of contracting; however, taking out home owner's permits for oneself shall not be so considered.

Sec. 16. Except as provided in these bylaws, no member shall contract any debt in the name of the Local Union.

Sec. 17. No member shall represent himself as an official representative of the Local Union without proper authorization.

Sec. 18. Members indebted to the Local Union shall be required to pay such indebtedness at the rate of not less than \$2.00 for each day employed.

Sec. 19. The Union shall be the collective bargaining representative for all its members.

Sec. 20. (a) The Union shall obtain authorization for bargaining demands to be made upon the employer or employers from members working within the particular bargaining unit.

(b) No strike or ratification shall be authorized within a particular bargaining unit unless the members of the Union within that particular bargaining unit authorize such strike or ratification by majority vote, by mail ballot, or by secret ballot at a regular or specially called unit meeting, after reasonable notice of intention to vote upon the question is given, subject to approval by the International President.

Sec. 21. No member shall do electrical work by donating their time or labor, work free of charge for any person or persons, firm or corporation or organization without permission of the Executive Board.

Sec. 22. No Member shall transport company tools, company material or company ladders, except in company (i.e., employer's) vehicles.

Sec. 23. Words in these bylaws in the masculine gender shall include the non-binary genders.

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 569
RECORD OF AMENDMENTS**

District: Ninth

Location: San Diego, California

Bylaws Retyped in Entirety: August 24, 1990

DATE ARTICLES AND SECTIONS AMENDED

7/10/91	Art. I, Sec. 1; Art. III, Secs. 4(b) and (c); Art. IV, Sec. 4(b) added; Art. VII, Sec. 8; Art. X, Secs. 3(a) and (c); Art. XIII, Sec. 2.
2/1/93	Art. X, Sec. 8(a) amended; Updated constitutional articles.
7/6/94	Art. X, Sec. 8(a) amended.
9/7/95	New subsec.(d) & (e) added to Art. VII, Sec. 1.
9/29/95	Article X, Section 8(a) amended, Section 8(f) added.
4/2/96	Art. X, Sec. 6 corrected; Art. X, Secs. 8(a,c,e,& f); revised.
6/10/97	Art. XV, Sec. 23 added.
7/24/98	Art. X, Sec. 8 amended.
10/17/00	Art. X, Sec. 3(a) and 8(a) amended.
9/14/01	Art. X, Sec. 1 and 8(a) 1 added.
4/11/02	Art. X, Sec. 8(a) amended.
3/02/06	Article I, Section 1(a) amended.
3/8/07	Article VII, Sections 1(a) and 8(a) amended. Updated Constitutional Articles.
11/29/07	Art. III updated to mail ballots
12/13/07	Art. XI, Sec. 9 added, Art. XIII deleted in its entirety and Bylaws renumbered accordingly
5/20/08	Art. VII, Sec. 8 amended.
12/10/10	Art. X, Sec. 3(a) and 5(b) amended.
3/3/11	Art. X, Sec. 8(e) amended.
10/31/18	Changes to all articles except Art. X and XV.
1/18/19	Art. X, Sec.'s 1, 2, 3(a), 4, 5, 7(a), 7(c) & 7(e) updated. Art. X, Sec. 6 deleted. New Sections 5(c), 5(d), 5(e) and 6 added and all remaining sections re-numbered.