

**BYLAWS**

**OF**

**LOCAL UNION 332**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**SAN JOSE, CALIFORNIA**

**APPROVED: April 26, 2019**

## **ORDER OF BUSINESS**

1. Opening
2. Roll Call of Officers
3. Obligation of New Members
4. Reading of the Minutes
5. Communications and Bills
6. Receipts and Expenses (Treasurer's Report)
7. Applications for Membership
7. Reports of Executive Board and Officers
8. Reports of Delegates and Committees
10. Reports of Accidents and Sickness
11. Unfinished Business
12. New Business
13. Good of the Union

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 332** of the International Brotherhood of Electrical Workers, **San Jose, California**. Local 332 shall have jurisdiction over all **Inside, and Sound & Communications, Electrical Equipment and Service work** as defined in Article XXVI, Sections 5 and 6 of the IBEW Constitution when performed in Santa Clara County in the State of California.

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

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

Sec. 3. Local Union 332 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, the Union newspaper, or on accessible bulletin boards, email or the web page*) of any special meeting. No business shall be transacted at any special meeting except that for which it has been called.

Sec. 3. No regular or special meeting of the Local Union shall be held on the date of the Primary or General Election in the State of California.

**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 filling of any vacancies, shall be dealt with as stated in Article XVI of the IBEW Constitution.

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

Sec. 4. (a) The officers shall be those provided for in Article XVI of the IBEW Constitution.

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

(c) The Business Manager shall be on a full time basis.

Sec. 5. The Executive Board shall consist of the Vice President, Recording Secretary and five (5) elected members.

Sec. 6. The Examining Board shall consist of five (5) elected members. Insofar as practical, each branch of the trade shall have representation on this Board. The Board shall hold meetings separate and apart from any other Board of the Local Union and shall keep separate records.

Sec. 7. (a) Nominations for officers shall be held in **May 2020** and election of officers shall be held in **June 2020** and every three (3) years thereafter, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election, if required. Said notice shall also include all details concerning the availability of the absentee ballot.

(b) 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 Union Election Guide* and with applicable Department of Labor Regulations under the Labor-Management Reporting and Disclosure Act of 1959.

(c) 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.

(d) Every candidate shall have the right once within thirty (30) days prior to the mailing of 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.

(e) No member shall be eligible for office unless he/she has been a member of Local Union 332 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.

Sec. 8. (a) The election of officers shall be conducted by mail ballot. The Executive Board shall decide the date for the mailing of the ballots, the last day on which ballots for the election will be received, the date, time and place the ballots will be counted, and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted access post office boxes, mail permits, or an outside impartial balloting company, prior to the nominations meeting. All disbursements related to these tasks shall be processed in accordance with the IBEW Constitution and these bylaws. Once the Election Judge is appointed, 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 where nominations are made, after 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 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 the ballot, the member shall mark the ballot and enclose it in the smaller envelope marked OFFICIAL BALLOT. This envelope shall be placed in the larger preaddressed envelope and mailed to the Election Board.

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

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

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

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

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

(o) The Election Judge shall have the authority to establish additional procedures and safeguards not inconsistent with the above rules and in conformance with the conduct of a fair election and applicable law. The Election Judge shall also have full authority to make rulings and decisions concerning disputes, controversies or unexpected occurrences that might arise in order to 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 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 the Executive 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 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. The Executive Board shall elect its own Chairman, the Recording Secretary shall be the Secretary. The Chairman shall be responsible for the proper conduct of all Board meetings and the Secretary shall keep accurate minutes of all meetings.

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

**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 Examining Board shall elect its own Chairman and Secretary. The Chairman shall be responsible for the proper conduct of all Board meetings, and the Secretary shall keep accurate minutes of all meetings.

Sec. 5. The Examining Board shall review yearly all examination questions which are given and keep them up to date with the trade.

Sec. 6. The Examining Board shall administer a written and or practical test to any members wishing to change classifications. The Examining Board shall use the appropriate subject matter experts, (as consultants) to insure the exam given is appropriate for the classification.

**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 may employ or discharge such clerical help as is necessary with the approval of the Executive Board. Clerical personnel shall work under his direction and be subject to his authority.

**ARTICLE VII**  
**Salaries**

Sec. 1. Salaries shall be as follows:

President	20 hours Journeyman's pay per month.
*Recording Secretary	20 hours Journeyman's pay per month.
Treasurer	10 hours Journeyman's pay per month.

Business Manager - Financial Secretary	A weekly salary equal to 48 times the straight time hourly rate for General Foreman.
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Assistant Business Manager	A weekly salary equal to 48 times the straight time hourly rate for Construction Foreman.
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Business Representatives – Full Time	A weekly salary equal to 48 times the straight time hourly rate for Construction Foreman.
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Part Time	An amount equal to the hourly straight time rate for Construction Foreman for actual hours spent on Union business not to exceed 48 hours per week.
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\*The Recording Secretary, when acting as Trial Board Secretary, shall be reimbursed at the Journeyman rate of pay for any time lost from his job made necessary for the proper performance of his duties.

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) The Local Union shall provide the Business Manager and his full time Assistants with automobiles. Said automobiles to be purchased or leased, whichever is most economically sound as determined by the automobile committee. Part time representatives will be compensated for the use of their automobile at a rate per mile as determined by the Executive Board in addition to the provisions of (c) below.

(b) All other officers and Committee members shall be reimbursed for the use of their vehicles at a rate per mile as determined by the Executive Board for mileage in excess of twenty-five (25) miles per month when performing official union business.

(c) The Local Union shall carry insurance on the automobiles of the Business Manager and his Assistant, and Business Representatives as deemed necessary by the Local Union Executive Board.

Sec. 5. All traveling or other expenses incurred on Local Union business shall be passed on by the Executive Board and approved by the local, preferably before being incurred. However, no travel expense for out of jurisdiction travel shall be allowed in excess of first class airfare.

Sec. 6. Delegates to any and all Conventions, Conferences, Seminars, 9th District Progress Meetings, California State Electrical Workers Association meetings, Northern California Joint Executive Board meetings shall receive the following compensation for expenses:

(a) Journeyman's wages at straight time for each day of work lost while attending any of the above mentioned meetings. (This provision will not apply to officers or members who are employed full time by the Local).

(b) Round trip railroad or air fare at basic first class rate plus lower pullman for any trip requiring same. Any delegate accepting transportation in a Local Union vehicle shall not also receive funds for other means of conveyance.

(c) Hotel room expense – if required – for each day of convention plus one day. Said expense to be equivalent to single bed, first class rate charged by convention headquarters hotel.

(d) Total meal and incidental expenses shall not exceed three (3) times the current Journeyman's straight time hourly rate per day, times the total number of days of the meeting, plus the travel day before the meeting and the travel day after the meeting.

(e) All registration fees.

(f) Within 30 days after the conclusion of any conference, each delegate shall reconcile his or her expenses with the Treasurer. Any excess funds shall be returned to the Local. Any further requests for expense reimbursement shall be approved by the Executive Board and the Local Union.

(g) Any funds rebated for above expenses by any other organization shall be turned in to the Local Union by the delegate upon return from the convention.

(h) It shall be the responsibility of the Treasurer or his/her designee to ascertain the hotel rates and railroad or air travel rates in advance of any of the above mentioned meetings.

Sec. 7. All salaries and reimbursements shall include all fringe benefits as prescribed by the current Inside Wireman's Agreement.

Sec. 8. Full time paid employees of the Local Union shall be authorized two (2) weeks paid vacation per year. Holidays authorized by the current Inside Wireman's Agreement shall be paid.

**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 shall, by virtue of the office, serve as a delegate to the International Convention. No candidate for office of Business Manager 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. Failure of any committeeman or delegate to attend two (2) consecutive meetings of his committee of Central Body, without a satisfactory excuse, shall be sufficient cause for the President to declare the position vacant.

Sec. 5. The office of the Local Union shall give all necessary assistance where members of our Local Union pass on to the Great Beyond and see that the appropriate Bible is delivered to the bereaved.

Sec. 6. California State Association of Electrical Workers meeting and the Northern California Joint Executive Board meeting shall be attended by the President, the Business Manager and/or his assistants and the members of the Executive Board. The number of Executive Board members who will attend will be decided by the Executive Board prior to each meeting of the California State Association of Electrical Workers and the Northern California Joint Executive Board Meeting.

**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, i.e., investigating safety violations, OSHA violations, Labor Law, etc. as they relate to members on the jobsite.

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 superintendent, general foreman or foreman shall at the same time serve as Steward.

Sec. 5. Stewards shall attend all Union meetings and Steward classes of this Local Union when directed to do so 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 of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided in these bylaws.

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

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

Sec. 3. The admission fees shall be:

(a) “A” Membership	Journeyman	Apprentice	Other
Wireman	\$100.00	\$25.00	--.--
Construction Wireman/ Construction Electrician			50.00
Lineman	100.00	25.00	--.--
Cable Splicer	100.00	--.--	--.--
Core Driller	--.--	--.--	100.00
Equipment Operator	--.--	--.--	100.00
Sign Electrician	100.00	25.00	--.--
Groundman	--.--	--.--	50.00
Groundman “B”	--.--	--.--	35.00
Modular Electrical Craftsman	--.--	--.--	25.00
Residential Wireman	50.00	--.--	--.--
Residential Trainee	--.--	25.00	--.--
(b) “A” or “BA” Membership	Journeyman	Apprentice	Other
Burglar Alarm Installer	\$25.00	\$25.00	--.--
Civil Service Employee	--.--	--.--	\$25.00
Communications and Systems - All classifications	30.00	30.00	30.00
Duct Helper	--.--	--.--	25.00
Electrical Material Handler	--.--	--.--	25.00
Electronic Technician	--.--	--.--	50.00
Instrument Technician	--.--	--.--	25.00

Maintenance Man	25.00	25.00	---
Shop Man	---	---	25.00
Sign Serviceman	---	---	25.00
Fixture Maintenance	---	---	25.00
Cable Installer	---	---	25.00
Electrical Equipment & Service	---	---	25.00

(c) Each applicant for “A” membership shall pay an additional \$2.00.

(d) 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. Any member changing from one classification to another as outlined herein shall pay any difference in admission fee between the classification to which he transfers and his former classification in effect at the time such member was admitted to the Local Union except apprentices, provided, however, no difference in admission fee shall be charged any member who has five (5) years or more continuous good standing in the IBEW.

Sec. 6. (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.

Sec. 7. Members working at more than one classification, as outlined herein, shall pay admission fees and dues for the highest classification in which they work.

**Sec. 8.** The monthly dues shall be:

(a) "A" and "BA" Members	Basic Dues	Working Dues
Burglar & Fire Alarm Technician	\$3.00 plus	1½ times the hourly rate.
Civil Service Employee	\$3.00 plus	1½ times the hourly rate.
Electrical Inspector	\$3.00 plus	1½ times the hourly rate.
Electronic Technician	\$3.00 plus	1½ times the hourly rate.
Instrument Technician	\$3.00 plus	1½ times the hourly rate.
Maintenance Men	\$3.00 plus	1½ times the hourly rate.
Sign Serviceman	\$3.00 plus	1½ times the hourly rate.
Shopmen	\$3.00 plus	1½ times the hourly rate.
All other apprentices	\$3.00 plus	1½ times the hourly rate.
Cable Installer	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Cable Splicer	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Communications and Systems – All Classifications	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Core Driller	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Duct Helper	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Electrical Material Handler	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Equipment Operator	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Fixture Maintenance	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Groundman "B"	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Journeyman Sign Electrician	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Apprentice Sign Electrician	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Journeyman Wireman	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Apprentice Wireman	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Construction Wireman	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Construction Electrician	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Modular Electrical Craftsman	\$3.00 plus	1½% of gross wages plus

Residential Wireman	\$3.00 plus	10¢ per hour. 1½% of gross wages plus 10¢ per hour.
Residential Trainee	\$3.00 plus	1½% of gross wages plus 10¢ per hour.
Electrical Equipment & Service	\$3.00 plus	1½ % of gross wages plus 10¢ per hour.

*When the balance in the Reserve Fund exceeds \$750,000.00, the working dues shall be reduced to 1¼%. When the balance in the Reserve Fund is less than \$500,000.00, the working dues shall be increased to 1½%.*

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

(c) Members whose working dues are based on 1½ times their hourly rate shall pay no working dues when working less than five (5) days during a calendar month and all other unemployed members and members working outside the jurisdiction of Local 332 shall pay Basic Dues only, plus the International payments provided for in (b) above.

(d) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local Union 332.

(e) Dues and Per Capita are payable quarterly in advance.

(f) Working dues for proceeding month are due and payable not later than fifteen (15) days after the end of the transmittal period.

(g) All members working on Building and Construction Trades jobs and Outside Construction work shall maintain type "A" membership.

(h) Members employed under the terms of the Inside Agreement (excluding Construction Wireman/Construction Electricians), Outside Agreement and the Residential Agreement shall pay an additional 3% gross wages for working dues.

**ARTICLE XI**  
**Funds**

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

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

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

Sec. 4. The following funds are hereby established:

General Fund  
Reserve Fund  
Organizing Fund

Sec. 5. When the balance in the General Fund exceeds \$100,000.00, all money above this amount shall be placed in the Reserve Fund.

Sec. 6. The Business Manager-Financial Secretary shall have a Petty Cash Fund which may vary from \$300.00 to \$1,500.00, depending upon conditions. This fund shall be for use of the Business Manager for defraying expenses that may arise between regular meetings of the Executive Board. An itemized statement of all disbursements from the Petty Cash Fund shall be submitted to the Executive Board monthly for approval of the Local Union. When the amount in the Petty Cash Fund falls below \$300.00, the Executive Board shall be authorized to approve the withdrawal of sufficient money from the General Fund to balance the Petty Cash Fund.

Sec. 7. The Business Manager-Financial Secretary shall have an organizing fund which may vary from \$2,000.00 to \$10,000.00, depending upon conditions. This fund shall be for use of the Business Manager and his Business Representatives for defraying expenses for organizing that may arise between regular meetings of the Executive Board. An itemized statement of all disbursements from the Organizing Fund shall be submitted to the Executive Board monthly for approval of the Local Union. When the amount in the Organizing Fund falls below \$2,000.00, the Executive Board shall be authorized to approve the withdrawal of sufficient money from the General Fund to balance the Organizing Fund.

**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 and pay the appropriate difference in admission fees.

Sec. 4. (a) A Residential Wireman or Residential Apprentice and Voice-Data-Video Technicians (including Installers and Apprentices) shall be admitted into the Union under these classifications. Residential classifications shall work on residential wiring only. Voice-Data-Video classifications shall work on Voice-Data-Video work only.

(b) A Residential Wireman or a Voice-Data-Video Technician 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 or a Voice-Data-Video Technician, the member shall have his/her classification changed to Journeyman Wireman without further examination by the Local Union.

(c) Residential Apprentices 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, Residential Trainee, and Voice-Data-Video Technician shall be made aware of and agree to these provisions prior to admission into the Union.

Sec. 5. (a) All Journeyman applicants from all classifications shall be required to pass an examination.

(b) All new Journeymen and all new apprentices shall be required to attend the COMET, Local 332 Orientation and Labor History classes. Failure to attend all three (3) classes will result in an appearance before the Local Union Trial Board for violating these By-Laws. If these classes have been taken as an apprentice, and it can be verified, then the “new” Journeyman will be exempt from the requirement.

**ARTICLE XIII**  
**Electro Skill Corporation**

Sec. 1. The Board of Directors of the Electro Skill Corporation shall consist of the President, Business Manager, Recording Secretary, Treasurer and all members of the Executive Board of Local 332 International Brotherhood of Electrical Workers. Should any director for any reason cease to be an officer of Local 332, International Brotherhood of Electrical Workers, he shall *ipso facto* cease to be a member of the Board of Directors of this Corporation; and his successor in office of Local Union 332 of the International Brotherhood of Electrical Workers, by reason of having been elected to said office, shall *ipso facto* fill the vacancy so caused. The remaining Directors shall be governed by this provision hereof in filling any vacancy arising in the membership of the Board of Directors.

Sec. 2. Before any property, real or otherwise, is to be purchased or disposed of in the name of the Electro Skill Corporation (except for Section 5 below), all members of Local Union 332, International Brotherhood of Electrical Workers, 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 the Board of Directors of the Electro Skill Corporation to purchase or dispose of any property, real or otherwise, Section 2 of this Article must be complied with.

Sec. 4. It shall be the duty of the Board of Directors to see that a complete financial statement of the Electro Skill Corporation is prepared for presentation to the first annual meeting of the Electro Skill Corporation.

Sec. 5. The Chairman shall have a Petty Cash Fund which may vary from \$300.00 to \$1,500.00, depending upon conditions. This fund shall be for use by the Chairman for defraying expenses that may arise between regular meetings of the Board of Directors. An itemized statement of all disbursements from the Petty Cash Fund shall be submitted to the Board of Directors monthly for approval by the Local Union. When the amount in the Petty Cash Fund falls below \$300.00, the Board of Directors shall be authorized to approve the withdrawal of sufficient money from the Electro Skill Fund to balance the Petty Cash Fund.



**ARTICLE XIV**  
**General Laws**

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. Members shall have a paid up dues receipt in their possession while at work and when attending meetings of the Local Union. All members covered by these By-Laws, when asked for their Dues Receipt, shall present it to the person asking to see it, provided the person requesting it shall also present his/her dues receipt.

Sec. 12. No member shall solicit employment at any shop or job, or shift from one shop or employer to another without notifying and getting the consent of the Business Manager.

Sec. 13. No person directly or indirectly engaged in the electrical business, as a stockholder or owner, shall hold office or attend meetings.

Sec. 14. Any member wishing to donate labor shall first obtain permission from the Executive Board or the membership.

Sec. 15. Members of this Local union shall be selected on an alphabetical basis, according to zip code, for picket duty and associated organizing activities. They shall serve on their designated date and be required to serve no more than eight (8) hours until the roster has been completely exhausted.

(a) The selections shall be made by the Business Manager or his representative. Whenever possible, at least forty-eight (48) hours' notice shall be given prior to the designated date.

(b) A member may volunteer for picket duty and receive credit for the time served.

(c) A member shall not refuse to serve his/her turn for picket duty when called without a reasonable excuse.

**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) 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.

Sec. 4. All previous bylaws are hereby rescinded.

**LOCAL UNION 332  
RECORD OF AMENDMENTS**

District: Ninth

Location: San Jose, California

Bylaws Retyped in Entirety: December 9, 2005

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**DATE                   ARTICLES AND SECTIONS AMENDED**

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- 12/9/05           Article X, Section 8(a) amended. Bylaws in its' entirety revised according to I.O. specifications.
- 3/02/06           Article I, Section 1 amended.
- 7/19/08           Article V, Section 6 added.
- 12/10/10          Art. X, Sec. 3(a), 6(b), 8(a) and (h) amended.
- 6/30/11           Art. X, Sec. 8(a) amended.
- 4/26/19           Art. VII, Sec. 9 deleted.