

BYLAWS

OF

LOCAL UNION 2330

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

ST. JOHN'S, NEWFOUNDLAND, CANADA

APPROVED: January 10, 2025

ORDER OF BUSINESS

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

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

ARTICLE I
Name - Jurisdiction - Objects

Sec. 1. This Organization shall be known as **Local Union 2330** of the International Brotherhood of Electrical Workers, **St. John's, Newfoundland, Canada**. Local Union **2330** shall have jurisdiction over all **Inside, Electrical Equipment Service, and Radio-Television Service** work as defined in Article XXVI, Sections 5, 6(a), and (b), of the *IBEW Constitution* when performed as follows:

(a) **Inside** work when performed in the Province of Newfoundland and Labrador.

(b) **Electrical Equipment Service** work when performed by the employees of a company listed with the Local Union.

(c) **Radio-Television Service** work when performed by employees of a company listed with the Local Union.

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

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

Sec. 3. Local Union **2330** shall cover the "**A**" and "**BA**" types of membership.

ARTICLE II

Meetings

Sec. 1. Meetings of the Units shall constitute and be considered the regular meetings of the Local Union.

Sec. 2. Regular meetings shall be held **once** monthly at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

Sec. 3. Special meetings may be called only by the Business Manager or the Executive Board. The members shall be notified in writing (*by mail, email, leaflets, in the Union newspaper, or on any accessible bulletin boards*) of any special meeting. No business shall be transacted at any special meeting except that for which it has been called.

ARTICLE III Officers - Elections - Duties

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

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

Sec. 3. All officers and representatives and all employees shall be bonded to the extent required by the International or any applicable Federal or Provincial 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 President, Vice President, Recording Secretary, Treasurer and **three (3)** elected members who shall be elected as follows: one (1) from Unit 2330.1, one (1) from Unit 2330.2, and one (1) from Unit 2330.3.

Sec. 6. The **Examining Board** shall consist of **three (3)** elected members.

Sec. 7. (a) Nominations for officers shall be held in **April 2026** and election of officers shall be held in **June 2026** and every **four (4) years** thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

(b) Members of one Unit may nominate members of another Unit for Local Union office. It is not necessary that such nominees be confined to a particular Unit. A member placing the name of another member in nomination for office when the nominated member is not present, shall at the time the nomination is made, give to the Unit Recorder evidence, in writing, signed by the nominee, that the nominee agrees to be a candidate for a specific Local Union office. However, any member being nominated in this manner cannot signify their intentions to be a candidate for more than one (1) specific Local Union office. This provision shall not apply to offices that have been combined with the approval of the International President.

(c) Immediately after nominations, the Unit Recorder shall forward a list of the names of the candidates, signed by the Unit Recorder and the Unit Chair, to the Recording Secretary of the Local Union.

(d) The Local Union shall comply with all reasonable requests of any bona fide candidate for Local Union Office to distribute their campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with the *IBEW Canadian Local Union Election Guide*.

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

(f) No member shall be eligible for office unless they have been a member of Local Union **2330** in continuous good standing for at least two (2) years immediately prior to nomination.

(g) No apprentice shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if they entered an apprenticeship program for the purpose of upgrading their classification.

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

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted access post office boxes, mail permits, or an outside impartial balloting company, prior to the nominations meeting. All disbursements related to these tasks shall be processed in accordance with the *IBEW Constitution* and these bylaws. Once the Election Judge is appointed, the individual appointed by the Executive Board shall inform the Election Judge of all advanced tasks performed and shall immediately turn over to the Election Judge all records, receipts, post office boxes, etc. for further processing.

(c) At a general or specially called meeting of the local union at least eighty (80) days prior to the meeting of the Local Union when nominations are made, the President shall appoint an Election Judge and as many Tellers as are required, who shall serve as the Election Board to conduct the election. No candidate for any office shall be eligible to serve on the Election Board.

(d) After nominations have been made and those nominated are found by the Election Judge to be qualified, the Election Judge shall have the ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the *IBEW Constitution*. The ballots

shall not contain any number or other marks identifying the voter. If the Local Union retains an impartial outside balloting company to assist and/or conduct the mail ballot election, the Election Judge may, with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

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

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

(g) If not already arranged, the Election Judge shall select two (2) depositories: one (1) for receipt and storage of voted ballots, and one (1) for ballot packages returned as undelivered. 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 Board shall advise the Local Union of the location of such depositories in sufficient time to prepare the preaddressed envelopes.

(h) The Election Judge shall mail or cause to be mailed to all eligible voters an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall have the words **OFFICIAL BALLOT** stamped or printed on it. The larger envelope shall be preaddressed to the Election Board and shall contain a space in the upper left-hand corner where the member shall place their name and address.

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

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

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

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

ballots are deemed determinative of the outcome of the election.

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

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

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

(p) 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 Executive Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XXI of the *IBEW Constitution*. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Executive Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the *IBEW Constitution*. The Executive Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for board consideration.

Sec. 3. Special meetings of the Executive Board may be called by its Chair or the Business Manager.

Sec. 4. The President shall be Chair and the Recording Secretary shall be Secretary of the Executive Board.

Sec. 5. The Executive 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 by- laws.

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

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

ARTICLE VI
Business Manager

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

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

Sec. 3. The Business Manager may remove any member from any shop or job (when not in violation of any agreement) for not complying with our laws and rules or when the Business Manager decides the best interest of the Local Union requires such removal. Any such removed member shall be entitled to a review of their removal before the Executive Board of the Local Union.

Sec. 4. The Business Manager and/or the Assistants to the Business Manager shall have authority to sign certification orders for the Labor Relations Board for the purpose of organizing the Local Union's jurisdiction.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be as follows:

President	\$40.00 per month
Vice President	20.00 per month
Recording Secretary	20.00 per month
Treasurer	40.00 per month
Business Manager- Financial Secretary	a weekly salary equal to 40 times 125% of the highest Construction Journeyman Wireman's straight time hourly rate.
Assistant Business Manager	a weekly salary equal to 36 times the Journeyman Wireman's straight time Hourly rate.

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

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

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 their offices, serve as delegates to the International Convention. No candidate for office of Business Manager or President may be nominated for a Delegate at Large seat at the Convention in addition to being nominated for the office of Business Manager or President.

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 the Business Managers authority. The Business Manager may remove any Steward, as such, at any time.

Sec. 2. Duties of Stewards shall be:

(a) To have a copy of the *IBEW Constitution*, these by-laws 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.

ARTICLE X
Assessments - Admission Fees - Dues

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

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

Sec. 2. No money shall be collected from anyone working within the jurisdiction of this Local Union other than to apply on admission fees, dues (*and 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

Construction - Journeymen and Apprentices All classifications	\$100.00
---	----------

(b) "A" or "BA" Membership

All other classifications (except Construction)	\$ 35.00
--	----------

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

Sec. 6. The **monthly dues** shall be:

(a) "A" Members	Basic Dues	Working Dues
Construction - Journeyman	\$25.00	plus 3.5% of gross wages.
Apprentices	25.00	plus 3.5% of gross wages.
"A" and "BA" Members		
All other classifications except Construction	2.70	plus 1% of gross wages.

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

(c) Unemployed members shall pay \$4.70 plus the International payments provided for in (b) above.

(d) Members working outside the jurisdiction of Local **2330** shall pay basic dues only plus the International payments provided for in (b) above.

(e) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local Union **2330 under the terms of a local collective bargaining agreement.**

(f) Basic dues and per capita are payable **monthly** in advance.

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

(h) All members working on Building and Construction Trade jobs shall maintain type "A" membership.

ARTICLE XI
Funds

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

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

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

Sec. 4. The audited statements of receipts and disbursements shall be posted at the annual meeting of the Union which shall be held the first regular meeting in January.

Sec. 5. The following Fund(s) are hereby established:

General Fund
Recreation Fund
Joint Apprenticeship Training Council Fund
Vacation Pay Fund
Marketing, Organizing and Promotional Fund
Defense Fund
Hibernia Grievance/ODC Fund

ARTICLE XII
Local Union 2330 IBEW Recreation Fund

Sec. 1. Each month, \$3.00 of gross monthly wages received as working dues shall be deposited in a bank account designated as Local Union **2330** IBEW Recreation Fund.

Sec. 2. No other funds than those specified shall be transferred to the Recreation Fund without prior approval of the International President.

Sec. 3. The Recreation Fund shall be used for the purpose of supporting recreational activities, dances, tournaments and sports for Local Union **2330** members and their immediate families as may be decided by the Local Union from year to year.

Sec. 4. The Recreation Fund shall not be used for any other purpose other than specified above and all disbursements shall be made on a reasonable and impartial basis to the general good of all members of the Local Union.

Sec. 5. All disbursements made from the Recreation Fund shall be authorized by the Local Union.

Sec. 6. The Recreation Fund shall be subject to audit in the same manner and means as the General Fund of the Local Union.

ARTICLE XIII
Admission of Members

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

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

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

Sec. 4. The Executive Board acting as the Apprenticeship Committee shall supervise the instruction of the Apprentices who shall attend trade schools as directed.

ARTICLE XIV

Units

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

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in **June** 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 which office for which they will be a candidate. No member shall be nominated for Unit office unless they are present or signify their willingness in writing to be a candidate.

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

Sec. 5. (a) One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chair to conduct the election. No candidate for any office shall be eligible for Election Judge or Teller. Any candidate may be present or have an IBEW member designated by the candidate, as an observer present during the voting and at the counting of the ballots.

(b) The election of Unit Officers may be conducted by mail ballot, providing the Local Union officers are elected by mail ballot. The procedures shall be the same as the mail ballot procedures for the union officers.

Sec. 6. Voting shall be by secret ballot. The candidate receiving the highest number of votes for each Unit office shall be declared elected.

Sec. 7. (a) Regular meetings of Units shall be held once monthly as decided by members of each Unit and approved by the Local Union Executive Board.

(b) However, no Unit shall hold any regular or special meeting on the night of any regular or special meeting of the Local Union.

(c) Special meetings of a Unit may be called only by the Business Manager or Executive Board of the Local Union or by the Executive Committee of the Unit involved. The Executive Committee calling the special meeting shall see that the members of the particular Unit and the Business Manager are notified. No business shall be transacted at any special meeting except that for which it is called.

Sec. 8. The duties of Unit officers within the Unit shall be as follows:

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

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

Recorder: The duties shall be similar to those of the Local Union's Recording Secretary but shall in no way conflict. The Recorder shall supply a copy of the Minutes of Unit meetings to the Business Manager and to the Recording Secretary of the Local Union as soon as possible after each such meeting.

Executive Committee: The duties shall be similar to those of the Local Union's Executive Board but shall deal only with affairs of the particular Unit, and shall be subordinate to the Local Union's Executive Board. However, the Executive Committee has no authority to act as a Trial Board in lieu of the Local Union Executive Board. The Unit Chair shall preside over this Committee and it shall meet regularly at such time as it may decide. It 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 to 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. The suspension or removal of any Unit officer for failing to perform their duties, 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 **2330**:

2330.1 St. John's and Carbonear

2330.2 Gander, Clarenville, Grand Falls and Burin Peninsula

2330.3 Cornerbrook, Labrador City and Stephenville

Sec. 12. The Local Union may dispense with the Executive Committee as provided for in Section 1 of this article where it is found that the Executive Committee is not needed in a Unit. Such action shall follow the recommendation of the Executive Board and the Business Manager after they have made an investigation of the needs in a particular Unit.

ARTICLE XV

General Laws

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

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

If the accused fails to appear after having been notified in writing to appear, the Trial Board shall hear and determine the case just as though the accused were present. The Trial Board should dismiss all charges when a member files charges against another member and willfully fails to appear before the Trial Board to prosecute the case.

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

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

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

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

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

Sec. 9. A member who seeks to resign from membership must submit the resignation in writing via delivery to the Local Union mailing address and addressed to the attention of the president or recording secretary of the Local Union. The resignation shall become effective upon receipt by the Local Union.

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

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

Sec. 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 show their working cards or dues receipts upon request.

Sec. 12. Any member who goes to work for a contractor or on a job that has been declared unfair by the Local Union or for less than the recognized scale of wage may be assessed or suspended or both, or expelled.

Sec. 13. No member shall be allowed to work overtime on any job when he is not employed on the same job during the regular working hours unless granted permission by the Business Manager.

Sec. 14. Any member hearing of a job that they have reason to think is unfair to this Union shall report such to the office at once.

Sec. 15. The Local Union may spend a sum, as determined by the Executive Board, for a suitable tribute upon the death of a member or the spouse of a member. A committee may also be appointed to extend the sympathy of the Local Union to the family of any deceased member. Similarly, the President may spend a sum for a suitable tribute to a member or spouse of a member should they be confined in the hospital or at home due to sickness.

Sec. 16. No member may resign from Union membership during the life of a strike in which the Local Union is engaged.

Sec. 17. A member becoming unemployed must report to the Local Union office within 24 hours and have their name placed on the unemployed list.

Sec. 18. All members of the Local Union are a party too and bound by the collective agreement. Any member entering into the contracting business must notify the Business Manager and their name (if unemployed) shall be removed from the out-of-work list. The member will be required to sign the collective agreement.

Sec. 19. Members shall not solicit work at the electrical construction trade or accept employment at the electrical construction trade unless granted permission by the Business Manager.

Sec. 20. No member of the Local Union shall perform electrical work for any person, firm, or corporation that is not signatory to a collective agreement with the Local Union.

Sec. 21. No member of the Local Union shall perform electrical work other than for their present employer.

Sec. 22. It is required for apprentices to attend unit meetings whenever practical.

Sec. 23. No member shall work for a non-union contractor unless they have the permission of the Business Manager and is working for organizing purposes. Every three months the Business Manager will assess the situation and determine if this member will continue organizing the non-union site.

ARTICLE XVI
Local Union 2330, IBEW, Building Corporation

Sec. 1. Members in good standing in Local Union **2330** shall also be members in good standing in Local Union **2330**, IBEW, Building Corporation.

Sec. 2. To promote and carry out the aims and interests of the Local Union, no corporate real property shall be sold, leased, encumbered, or disposed of, nor shall any property be purchased or otherwise acquired except by a majority vote of the members present and voting.

Sec. 3. All members of the Local Union shall be notified in writing of the nature of the Resolution of the announced intention at least ten (10) days before the date of the meeting. Said Resolution shall then be read at such regular or specially called meeting. The Local Union shall then notify the Board of Directors of the Building Corporation of the action taken in conformance with these requirements.

Sec. 4. It shall be the duty of the President of Local Union **2330**, IBEW, Building Corporation to see that a complete Financial Statement of the Corporation is prepared for presentation to the first regular meeting of the Local Union following the regular annual members' meeting of Local Union **2330**, IBEW, Building Corporation.

Sec. 5. The Local Union officers, including all members of the Local Union Executive Board, shall constitute the Board of Directors of the Local Union **2330**, IBEW, Building Corporation. Upon expiration of their term as Local Union officers, or upon their resignation or removal, their duly elected or appointed successors shall become directors of Local Union **2330**, IBEW, Building Corporation.

ARTICLE XVII
Amendments

Sec. 1. These bylaws shall become effective upon approval by the International President.

Sec. 2. (a) These bylaws may be amended or changed after a proposal for change or amendment has been presented at a regular Unit meeting and a majority of the members present vote in favor of the proposed change or amendment.

(b) Such proposals shall be read at two (2) regular consecutive meetings of all Units of the Local Union. Voting for acceptance or rejection of same shall be at the second regular meeting of each Unit. The Recorder of each Unit shall tabulate and certify the results of such voting to the Recording Secretary of the Local Union.

(c) However, dues, admission fees, and/or assessments shall not be changed except by majority vote by secret ballot of the members in good standing voting at the second regular or special membership meetings of the respective Units. The secret ballots, together with the voters list showing those who voted, shall be forwarded to the Executive Board who shall combine the unopened ballots prior to the counting of the total vote.

A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the meetings at which the membership is to vote on the question.

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

**LOCAL UNION 2330
RECORD OF AMENDMENTS**

District: First

Location: St. John's, Newfoundland, Canada

Bylaws Retyped in Entirety: October 17, 1990

DATE ARTICLES AND SECTIONS AMENDED

- 5/2/91 Art. I, Sec. 1 revised.
- 10/08/91 Art. X, Sec. 6(a) addition Art. XV, new Sect 4 added.
- 3/22/96 Updated Constitutional Articles.
- 12/9/97 Art. III, Sections 6 and 8 revised.
- 12/23/97 Art. III, Sec. 8(a) revised.
- 3/6/98 Art. I, Sec. 1 revised.
- 3/19/02 Art. I, Sections 1(b and c) amended; Art. III, new sections 4(q and r added),
Section 8 updated; Article VII, Sec.1 amended; Art. X, Section 6(a), Art. XI, Section 5; Art. XII, Section 1 amended; Art. XV, Sections 21 and 22 added; new Article XVI added; old Article XVI renumbered.
- 3/21/01 Article I, Sections 1 and 1(d) corrected.
- 01/02/03 Art. X, Sect. 5(a) amended.
- 8/14/03 Art. X. Sec. 6(a) – removed “**NOTE**”
- 2/27/04 Art. X, Sec. 6(c) amended.
- 5/16/19 Art. III, Sec. 6 & Art. XIV, Sec. 11 amended.
- 10/24/24 Art.’s II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIV, XV and XVII updated to pattern.
- 1/10/25 Art. X, Sec. 6(a) amended.