

BYLAWS

OF

LOCAL UNION 212

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

CINCINNATI, OHIO

APPROVED: September 16, 2020

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.

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ARTICLE I
Name - Jurisdiction - Objects

Sec. 1. This Organization shall be known as Local Union 212 of the International Brotherhood of Electrical Workers, Cincinnati, Ohio. Local 212 shall have jurisdiction over all **Inside, Teledata and Manufacturing** work as defined in Article XXVI, Section(s) 5, 6 and 8 of the IBEW Constitution when performed as follows:

(a) **Inside** work when performed in the following areas:

State of Indiana
Counties: Dearborn, Ohio, Switzerland

State of Kentucky
Counties: Boone, Campbell, Grant, Bracken, Gallatin, Kenton, Pendleton

State of Ohio
Counties: Brown, Clermont, Hamilton

(b) **Teledata** work when performed under the National Teledata Agreement.

(c) **Manufacturing** work when performed by the employees of Covidien or successor company at the Cincinnati, Ohio facility.

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 212 shall cover the "A" and "BA" type(s) of membership.

ARTICLE II

Meetings

Sec. 1. Regular meetings shall be held twice a month, except for the months of June, July and August, when they 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.

ARTICLE III

Officers - Elections - Duties

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

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

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

Sec. 4. (a) At the meeting of the Local Union when nominations are made, after nominations have closed, the President shall appoint an Election Judge and as many Tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

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

(c) Members in good standing and qualified to vote who expect to be unable to visit the polls on election day, may at any time within thirty (30) days but not less than five (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall be marked only with the words OFFICIAL BALLOT. The larger envelope shall be pre-addressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his/her name and address.

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

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

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

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

(h) When the polls have closed and voting has ceased, the Election Board shall immediately count and tabulate the ballots. Any candidate may be present or have an IBEW member designated by the candidate, as an observer present during the voting, opening of the absentee ballots, and at the counting of the ballots. The Election Board shall immediately make a report of the election results. All ballots, applications for absentee ballots, and other papers 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.

(i) Voting shall be by secret ballot.

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

(k) 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.

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

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

Sec. 6. (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. 7. The Executive Board shall consist of the President and 6 elected members.

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

Sec. 9. (a) Nominations for officers shall be held in **May 2023**, and election of officers shall be held in **June 2023** 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 a run-off election if required.

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

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

(d) The Local Union shall comply with all reasonable requests of any bonafide 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 212 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.

ARTICLE IV
Executive Board

Sec. 1. The duties of this 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 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. The President shall be the Chairman of the Executive Board and the Executive Board shall elect its own Secretary.

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

ARTICLE VI
Business Manager

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

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

ARTICLE VII
Salaries

Sec. 1. Salaries shall be as follows:

(a). President	\$600.00 per month
Vice President	\$225.00 per month
Recording Secretary	\$500.00 per month
Treasurer	\$500.00 per month
Executive Board Secretary	\$350.00 per month
Executive Board Members	\$300.00 per month
Examining Board Member	\$200.00 per month
Press Secretary	\$100.00 per month
Building Trades Delegate	\$150.00 per quarter
Central Labor Council Delegate	\$150.00 per quarter
Kentucky, Indiana and Ohio Trades & Labor Delegates	\$150.00 per quarter
Sick Committee Chairman	\$200.00 per month
Registrar	\$150.00 per month
JATC Trustee	\$150.00 per quarter
Health & Welfare Trustee	\$150.00 per quarter
Pension Trustee	\$150.00 per quarter
S.U.B. Trustee	\$150.00 per quarter
Business Manager/ Financial Secretary	a weekly salary equal to 52 times the General Foreman's straight time hourly rate plus 10%
Assistant Business Manager	a weekly salary equal to 50 times the Foreman's straight time hourly rate plus 5%.

(b) All members shall receive lost time and wages for their reasonable and necessary expenses, properly and actually incurred in attendance a function (conference, convention, educational program and while on union business), which has been authorized by a majority vote of the body at a regular union meeting, or by a majority vote of the Executive Board. Members shall be advanced \$80 a day expenses, if requested. All expenses shall be reconciled within thirty (30) days upon completion of the convention.

(c) All officers, delegates and members in employ of Local Union 212 shall have fringe benefits at the same rate as specified in the working agreement with the contractors.

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 claim shall support all disbursements for authorized expenditures made on behalf of the Local Union.

Sec. 4. Each member of the Election Committee in attendance at regular elections shall receive for his services the sum equal to one day's pay at the prevailing Journeyman Wireman rate of pay.

Sec. 5. (a) For each day a delegate attends a State or International Convention, the delegate shall receive an amount for lodging as determined by the executive board, unless the actual cost has been paid by the Local Union in advance.

(b) The Executive Board will determine the necessary amount of hours to be allocated to delegates for travel to and from State and International Conventions.

(c) Delegates will receive coach airfare or will be reimbursed mileage at a rate determined by the Executive Board, whichever is most practical.

(d) All payments referenced in this section shall comply with Section 3 of this Article. Expenses shall be reimbursed by the Treasurer upon receipt of a properly completed Expense Voucher and Reconciliation Form, approved by a majority of the Executive Board.

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 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 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. Report any of these violations to the Business Manager immediately.

(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.

(f) To attend a minimum of one (1) union meeting a month, unless working.

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 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 Wireman	\$125.00
Apprentice Wireman	25.00
Journeyman Lineman	125.00
Apprentice Lineman	25.00
Groundman	25.00
Tube Benders	125.00
Sign Hanger/Sign Electrician	125.00
Electrical Inspectors	15.00
Residential Wireman	25.00
Residential Trainee	10.00
Construction Wireman/ Construction Electrician	25.00

(b) "A" or "BA" Membership

Sign Maintenance Journeyman	\$ 15.00
Sign Maintenance Apprentice	15.00
Maintenance Electrician	15.00
Electrical Technician	15.00
Production	15.00
Teledata (All Classifications)	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. (a) Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time he/she became an apprentice.

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

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

Sec. 6. (a) Members in financial distress who are unable to pay their dues in accord with the requirements of these bylaws may apply to the Executive Board of the Local Union in writing for a loan necessary to carry or pay their dues.

(b) The Executive Board shall have full power to act in such matters provided satisfactory arrangements have been made for repayment of dues.

(c) When member's dues are carried, the Recording Secretary shall issue a voucher in the member's name for the amount. This shall be signed by the President, endorsed by the member, and given to the Financial Secretary who shall then issue the proper dues receipt.

(d) At the end of each month, the Financial Secretary shall give the Treasurer all such vouchers. The Treasurer shall issue one check to the Financial Secretary for the full amount of all such vouchers during the month and shall note on the stub the voucher numbers covered by such check.

(e) All dues carried shall be charged to the member's account by the Financial Secretary.

(f) Members who are kept in good standing in the International Office shall not be allowed any voice or vote at Union meetings involving any indebtedness they owe the Local Union.

(g) The Local Union shall not consider or act upon the cancellation or remission of any member's indebtedness unless such is recommended by its Executive Board.

Sec. 7. The monthly dues shall be:

(a) "A" and "BA" Members	Basic Dues	Working Dues
Electrical Inspectors	\$ 7.50	none
Production	7.50	
Sign Maintenance Men	7.50	none
All other classifications	.50	plus 5% of gross wages
Construction Wireman/ Construction Electrician	.50	plus 3% of gross wages
Building Trades/ Lawrenceburg Distillery	.50	plus 1.5% of gross wages not to exceed forty (40) hours per week

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

(c) Unemployed members and members working outside the jurisdiction of Local Union 212 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 212.

(e) Basic Dues are payable quarterly in advance.

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

(g) All members working on Building and Construction Trades 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 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 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 November 30.

Sec. 4. The following funds are hereby established:

General Fund
Sick Benefit Fund
Death Benefit Fund

Sec. 5. No monies of the Local Union may be diverted as a donation or contribution, until:

1. It has been submitted to the Executive Board for their recommendations, or, after which there is a two-thirds majority vote by the members present at the meeting.

2. And then only as provided for by Article XV of the IBEW Constitution.

The President and Treasurer shall be held responsible for this law.

Sec. 6. All receipts from dues and admission fees (including working dues) shall be placed in the General Fund and shall not be diverted therefrom, except disbursements to transact, properly manage, and conduct the business of the Local Union.

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. (a) A Residential Wireman or Residential Trainee and Voice-Data-Video Technicians shall be admitted into the Union under these classifications after thirty (30) days of employment. 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 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, 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. Applicants must appear before the Examining Board on the date he is ordered to do so, unless an extension of time is given him by the Local Union or the Examining Board.

Sec. 6. (a) A Teledata Technician, Cable Puller or Teledata Trainee shall be admitted into the Union under these classifications after thirty (30) days of employment and shall work on teledata wiring only.

(b) Teledata Apprentice 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.

(c) The Teledata Technician, Cable Puller and the Teledata Apprentice shall be made aware of and agree to these provisions prior to admission into the Union.

ARTICLE XIII
Sick Benefits

Sec. 1. There shall be established a Sick Benefit Fund in Local Union 212 to provide sick and disability payments to any non-pensioned members who have been in continuous good standing in the Local Union for one year previous to such sickness or disability.

Sec. 2. The funds for all operations of this Article shall be obtained by an assessment of \$8.00 per member per quarter. All funds collected or disbursed under this Article shall be handled through the Sick Benefit Fund Account only.

Sec. 3. Any participating member becoming sick or disabled for a period of 2 weeks or more shall receive \$40.00 for the first week and \$80.00 for each remaining week for a maximum of 13 weeks in any twelve-month period.

Sec. 4. When any one member is sick or injured, the Local Union through the Sick Committee Chairman, can accept the statement of any one of our members regarding any illness or injury of any member, within 3 (three) days after injury or illness. In case a doctor's statement has not been sent to the home of the Sick Committee Chairman or to our office, member making report to be held responsible for all statements regarding illness or injury. Doctor's certificate must be in the hands of our Sick Committee Chairman, or in our office, within one week's time of said illness or injury, for a member to be entitled to the second week's sick benefit.

Sec. 5. All sick reports must be mailed either to the office or to the home of the Sick Committee Chairman within one week.

Sec. 6. Any member who is disabled from work and his condition permits, must report for himself at each regular meeting in order to collect sick benefits.

Sec. 7. Sick benefits will be paid only if such illness or disability was not caused by intemperance, immoral conduct, or member's own improper act.

Sec. 8. Any member who does not qualify physically under the IBEW medical examining form shall not be entitled to sick benefits, and shall not be subject to the \$8.00 assessment provided for in Section 2 of Article XIII. Members afflicted with or subject to any disease or disability or over 50 years of age at the time of admission or reinstatement, shall be eligible to half benefits only, except on claims filed where illness or disability is not due directly or indirectly to the disease or disability with which the member was afflicted or subject to, at the time of initiation or reinstatement.

Sec. 9. When any full time officer becomes sick or disabled and unable to perform the duties of his/her office, for a period in excess of 7 days, following the seventh day, he/she shall apply for Local Union Sick Benefits, in conformance with Local Union 212 bylaws, Article XIII. Should the same illness be reoccurring, the officer should then immediately, with no lost time provision, apply for Local Union Sick Benefits.

Sec. 10. This fund is not maintained under a written trust.

ARTICLE XIV

Death Benefits

Sec. 1. (a) Upon the death of a member in good standing, each member of this Local Union, Journeymen, Apprentices, and members of the Death Benefit Fund Account, shall be assessed the sum of \$3.00 to be placed in the Death Benefit Fund for the purpose of paying a death benefit to the legal heirs of any member of this Local Union Death Benefit Fund Account.

(b) However, when a member retires under the IBEW Pension Fund or retires under Social Security and has at least 25 years service in the Death Benefit Fund, or any member retired under a Disability Pension, IBEW or Social Security shall be paid in full and will not be assessed the \$3.00 upon a death of a member as long as he remains in retirement. His legal heirs shall be entitled to full benefits of the fund.

Sec. 2. The assessments shall be levied by the Financial Secretary. The death assessment quarter shall end on the last day of the second month of each dues quarter (February, May, August, November). The Financial Secretary will then notify each member of the Death Benefit Fund the amount of the Death Assessment he owes for that quarter. Each participating dues paying member must then pay the death assessment with his quarterly dues. The Financial Secretary will issue a receipt to each member with the name, initiation date and date of death of each member who dies in the Death Benefit quarter.

Sec. 3. The Treasurer, upon being furnished the death certification signed by the attending physician, or funeral director shall pay the calculated amount of benefit based on the amount of members current with their dues at the end of the previous quarter (December, March, June September) in accordance with Article XVIII: "Dues-Assessments-Funds" of the *IBEW Constitution*. The Financial Secretary shall provide the total amount of member's current at the end of the quarter to the Treasurer. The amount of benefit paid to the members beneficiaries shall be calculated by multiplying the total amount of current members times the three (3) dollars collected per member as stated above in Section 1(a). The minimum Death Benefit paid to the member beneficiaries shall not be less than \$4000.00.

Sec. 4. Should a member in benefit die suddenly and without the services of a physician, a certificate of facts shall be required from the coroner of the locality in which the member dies.

Sec. 5. Should a member transfer from this Local Union and wish to keep in good standing in the Death Benefit assessment, it will be necessary for such member to register his name and address with the Financial Secretary of his Local Union and keep him informed for any change of address so the Secretary may notify such member of any death that may occur. Any member registered under this Section, being duly notified of a death in the Local Union and failing to remit within the ensuing quarter, will be deemed sufficient cause to declare said member's rights and benefits null and void.

Sec. 6. Any member of the IBEW entering membership in this Local Union through traveling card may not be required to pay this assessment, providing he does not remain a member of this Local Union for one year.

Sec. 7. Whenever the death of one of our Local or pensioned members occurs, it shall be the duty of the Chairman of the Sick Committee to contact the family of the deceased and inquire about their wishes regarding pallbearers and mortuary service from the Local Union. If they desire members as pallbearers, then the family may choose up to 4 members they may wish to serve. But if the family has no particular choice, then the Chairman of the Sick Committee shall appoint them. No member shall be permitted to serve more than one time in the period of one year, unless requested by a deceased member's family. For their services as pallbearers, when a bill is presented, these members shall be paid for the lost time, but not to exceed the sum of one day's wages, from the Death Benefit Fund Account of the Local Union.

Sec. 8. No other monies than those herein provided shall be transferred to the Death Benefit Fund Account without the prior approval of the International President

Sec. 9. This fund is not maintained under a written trust.

ARTICLE XV

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 active 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 his/her 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.

Sec. 11. Members shall show their working cards or dues receipts upon request.

Sec. 12. The Local Union may spend a sum, as determined by the Executive Board, for a suitable tribute upon the death of a member or the spouse of a member. A committee may also be appointed to extend the sympathy of the Local Union to the family of any deceased member.

Sec. 13. A member who wishes to resign from the Local must submit the resignation in writing to the Local Union, and it 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. 14. Any members who has knowledge of another member working for less than the recognized scale of wages and does not report this to the Business Manager, shall himself/herself be deemed guilty of offense against the Union and upon conviction shall be penalized as the Executive Board may decide.

Sec. 15. A member shall report to the Business Manager any violation of the Working Agreement within 24 hours.

Sec. 16. A member who is working must be in possession of a quarterly working card after the 10th of the month following the issuance of the quarterly working card. Members who are unable to secure their working cards on time may request the Executive Board for an extension. The Financial Secretary shall furnish the Executive Board with a list of all members who have not taken out their working cards when due.

Sec. 17. A member shall not transport any Company tools or any material belonging to his/her employer or his employer's customers in his vehicle, except as provided in the agreement.

Sec. 18. No contracting member shall be permitted to hold office, attend any Local Union meetings, nor vote in any Local Union election.

Sec. 19. Ninety (90) days after being obligated, apprentices shall have the right to a vote at the Local Union meetings and elections.

ARTICLE XVI
Local Union 212, Cinelect Incorporated

Sec. 1. Members in good standing in Local Union 212 shall also be members in good standing in Local Union 212, Cinelect, Inc. 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 Cinelect Incorporated Corporation of the action taken.

Sec. 4. It shall be the duty of the President of Local Union 212, IBEW, Cinelect Incorporated to see that a complete Financial Statement of the Corporation (Association) is prepared for presentation to the first regular meeting of the Local Union following the regular annual members' meeting of Local Union 212, IBEW, Cinelect Incorporated.

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 212, Cinelect Incorporated. 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 212, Cinelect Incorporated.

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 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 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 212
RECORD OF AMENDMENTS**

District: Fourth

Location: Cincinnati, Ohio

Bylaws Retyped in Entirety: July 11, 1994

DATE ARTICLES AND SECTIONS AMENDED

- 11/6/95 Art. X, Sec. 3(a) and 5(a) amended.
- 9/12/97 Art. X, Sec. 7(a) and (h) amended.
- 9/25/97 Art. X, Sec. 7(h) corrected.
- 11/20/97 Art. VII, Sec. 5, subsec. (c) and (d); Art. X, Sec. 3(a) and Sec. 7(a) amended.
- 12/10/97 Art. I, Sec. 1, amended.
- 4/7/98 Art. I, Sec. 1, amended.
- 3/1/99 Art. X, Sec. 7(a) amended; Sec. 7(h) deleted.
- 8/12/99 Art. VII, Sec. 1. amended.
- 5/31/01 Art. VII, Sec. 5(a) amended; Art. XII, Sec. 6 (a), (b), and (c) added.
- 9/7/01 Art. X, Sec. 3(a) and 5(a) amended.
- 11/8/01 Art. IX, Sec. 2(b) amended, 2(f) added.
- 10/3/02 Art. IV, Sec 2 amended.
- 2/10/03 Art. VII, Sec. 5(a)(d)(e); Art. IX, Sec. 1(f) amended.
- 11/28/07 Art; I, Sec.1 amended, Art. II amended, Art III; Sec. 4a & h amended, Sec. 5, 9d, & 9f added, Art. IV; Sec. 1, 2 & 5 amended, Art. V; Sec. 3 added, Art. VII; Sec. 1b, 3, & 5a-d added, Art. VIII; Sec. 3 amended, Art. IX; Sec. 2f amended, Art. X, Sec. 2 added, Art. XI; Sec. 3 added, Art. XII; Sec. 4a, b,& d added, Sec. 6a, b, & c amended, Art. XV; Sec. 2 amended, Sec. 10, 11, 12, & 13 added, Sec. 16 amended, Art. XVI, Sec. 1 amended
- 3/18/08 Art. III, Sec. 4(a) amended
- 8/19/08 Art. XIV, Sec. 3 amended
- 8/25/08 Art. X, Sec. 3 corrected
- 1/3/11 Art. X, Sec. 3(a), 5 and 7(a) amended.
- 5/25/11 Art. I, Sec. 1; Art. X, Sec. 3(b) and 7(a) amended. Art. I, Sec. 1(c) added.
- 6/12/12 Art. VIII, Sec. 3 amended.
- 6/20/13 Art. XIV, Sec. 3 amended.
- 7/24/13 Art. XIII, Sec. 3 amended.
- 6/9/17 Art. X, Sec. 7(a) amended.
- 9/16/20 Art. VII, Sec. 1 amended.