

**BYLAWS**

**OF**

**LOCAL UNION NO. 1245**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**VACAVILLE, CALIFORNIA**

**APPROVED: January 30, 2015**

## **ORDER OF BUSINESS**

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

**NOTE:** This sheet **ORDER OF BUSINESS** is not a part of your bylaws. It is attached to the bylaws to provide rules for orderly procedure in the conduct of the Local Union meetings. Item No. 11 -- 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 1245** of the **International Brotherhood of Electrical Workers, Vacaville, California**. Local 1245 shall have jurisdiction over **Outside (Independent Power Producers, Utility, Telephone and Cable Television); Utility; Tree Trimming; Cable Television; Telephone; Professional, Engineers and Technicians; Electrical Manufacturing; and Government work** as defined in Article XXVI, Sections 4, 6 and 9 of the IBEW Constitution, when performed as follows:

(a) **Outside (Utility, Telephone, Cable Television, and Line Clearance Tree Trimming)** work when performed by employees of contractors on the properties of all Independent Power Producers, public utilities, telephone companies and CATV companies -- private and public ownership when work is performed in the following areas:

**STATE OF CALIFORNIA: Counties**

Alameda	King	Plumas	Solano
Alpine	Lake	Sacramento	Sonoma
Amador	Lassen	San Benito	Stanislaus
Butte	Madera	San Francisco	Sutter
Calaveras	Marin	San Joaquin	Tehama
Colusa	Mariposa	San Luis Obispo	Trinity
Contra Costa	Mendocino	San Mateo	Tulare
El Dorado	Merced	Santa Barbara	Tuolumne
Fresno	Monterey	Santa Clara	Yolo
Glenn	Napa	Santa Cruz	Yuba
Humboldt	Nevada	Shasta	
Kern	Placer	Sierra	

Additionally, construction performed by employees of contractors on the properties of the Pacific Gas and Electric Company in Kern, Tulare, Kings, and Santa Barbara County.

**STATE OF NEVADA: Counties**

Carson City	Eureka	Mineral	White Pine
Churchill	Humboldt	Pershing	
Douglas	Lander	Storey	
Elko	Lyon	Washoe	

(b) **Utility** work when performed by employees of:  
CALPECO/Liberty Energy  
City Light & Power, Inc.  
Dynergy  
Foster Wheeler  
Genon

GTN/Transcanada  
Mt. Wheeler Power, Inc.  
Nevada Energy  
Pacific Gas and Electric – Clerical Employees  
Pacific Gas and Electric – Physical Employees

(c) **Cable Television** work when performed by employees of:

(d) **Telephone** work when performed by employees of:  
Frontier Communications, Needles

(e) **Electrical Manufacturing** work when performed by employees of:  
East Bay Manufacturing

(f) **Government** work when performed by employees of:

AC Transit  
Alameda Power & Telecom (City of Alameda)  
Bella Vista Water District  
Bureau of Reclamation  
City of Berkeley  
City of Fernley  
City of Gridley  
City of Healdsburg  
City of Lodi – Utility  
City of Lompoc  
City of Oakland  
City of Redding  
City of Roseville  
City of Shasta Lake  
City of Ukiah  
City of Willits  
Lassen Municipal Utility District  
Lindmore Irrigation District  
Merced Irrigation District  
Modesto Irrigation District  
Northern California Power Agency – Geo-Thermal  
Paradise Irrigation District  
Plumas Sierra Rural Electric Cooperative – Physical Employees  
Port of Oakland  
Resort Improvement District #1  
Sacramento Regional Transit District  
Silicon Valley Power  
Sacramento Municipal Utility District  
South San Joaquin Irrigation District  
Tri-Dam Project

Truckee – Donner Public Utility District  
Truckee Meadows Water Authority  
Turlock Irrigation District  
Western Area Power Authority  
Wells Rural Electric Cooperative  
Yuba County Water Agency

(g) **Professionals, Engineers and Technicians** work when performed by employees of:

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, social and intellectual welfare of its members.

Sec. 3. Local Union 1245 shall cover the "A" and "BA" types of membership.

## **ARTICLE II**

### **Meetings**

Sec. 1. Monthly General Membership Meetings of Local Union 1245 shall be held **once** each month on the day of the month, time and place as decided by the members in each such Unit, subject to the approval of the Business Manager for administration purposes. For the purposes of Article XV of the International Constitution, such meetings by the Units shall constitute the regular Local Union meeting for that month.

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

Sec. 3. The Unit Recorder shall record the number of members attending each meeting. No member shall vote in more than one meeting on any question submitted for consideration by the Executive Board. Anyone doing so shall be subject to discipline before the Executive Board.

**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. The officers shall be provided for in Article XVI of the IBEW Constitution.

Sec. 5. (a) The office of Financial Secretary shall be combined with the office of Business Manager.

(b) A Business Manager shall be retained on a full-time basis at all times.

Sec. 6. The Local Union Executive Board shall consist of 9 members: The President, who shall be the Chairman of the Board; the Vice President; the Recording Secretary, who shall be Secretary of the Board; and 6 members who shall be elected as follows:

- 1 - from the Southern Area
- 1 - from the Central Area
- 1 - from the Northern Area
- 1 – from the Northeastern Area
- 1 - at large from the group composed of the members from the General Construction Department of the Pacific Gas and Electric Company
- 1 – from Outside Construction and Tree Trimming Companies

For the purpose of the selection of the **Executive Board** members, the composition of the above referred-to areas and groups shall be defined as follows based on the member's address:

**Southern Area**

California Counties of  
Fresno  
*Imperial\**

*Inyo\**  
Kern  
Kings  
*Los Angeles\**  
*Madera\**  
Mariposa  
Merced  
*Mono\**  
Monterey  
*Orange\**  
*Riverside\**  
San Benito  
*San Bernardino\**  
*San Diego\**  
San Luis Obispo  
Santa Barbara  
Santa Clara  
Santa Cruz  
Stanislaus  
Tulare  
*Ventura\**  
*State of Arizona\**

### **Central Area**

California Counties of:  
Alameda  
Alpine  
Amador  
Calaveras  
Contra Costa  
San Francisco  
San Joaquin  
San Mateo  
Tuolumne

### **Northern Area**

California Counties of:  
Butte  
Colusa  
*Del Norte\**  
El Dorado  
Glenn  
Humboldt



Lake  
Lassen  
Marin  
Mendocino  
*Modoc\**  
Napa  
Nevada  
Placer  
Plumas  
Sacramento  
Shasta  
Sierra  
Siskiyou  
Solano  
Sonoma  
Sutter  
Tehama  
Trinity  
Yolo  
Yuba

#### **Northeastern Area**

State of Nevada  
State of Idaho  
State of Oregon  
*State of Utah\**  
State of Washington  
Frontier-Alturas  
Lassen MUD  
Liberty Energy  
Plumas Sierra REA  
Truckee Donner PUD

*\* For the purpose of establishing residency*

Sec. 7. (a) Nominations for officers shall be held in **March 2016 at the General Membership Meeting** and election of officers shall be held in **June 2016 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.

(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 bona fide candidate for Local Union Office to distribute his/her campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with the *IBEW Local Election Guide* and with applicable Department of Labor Regulations under the Labor Management Reporting and Disclosure Act of 1959.

(e) No member shall be eligible for office unless he/she has been a member of Local Union 1245 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

(g) Members elected or appointed to office in the Local Union must be able and available to attend all regular and special meetings and to conduct the affairs of their office without compensation or expenses other than provided for in Article X herein. Assistant Business Manager(s) and/or Business Representatives shall not be eligible to hold any elective Unit or Local Union office. They shall, however, be eligible to run as delegates to the International Convention.

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

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

(c) At the meeting of the Local Union, in the month preceding the month in which

nominations are made, the President shall appoint an Election Judge and as many Tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

(d) After nominations have been made and those nominated are found by the Election Judge to be qualified, the Election Judge shall have ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the IBEW Constitution. The ballots shall not contain any number or other marks identifying the voter. If the Local Union retains an impartial outside balloting company to assist and/or conduct the mail ballot election, the Election Judge may, with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

(e) Any candidate for office, or an IBEW member designated by the candidate as an observer, may be present at the preparation and mailing of ballot packages, the ballot pickup and the counting of the ballots.

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

(g) If not already arranged, the Election Judge shall select a depository to which the envelopes containing the ballots shall be mailed. This shall not be the Local Union Post Office Box or the Local Union headquarters. (*Cost of such depository shall be paid by the Local Union.*) The Election Judge shall see that the address of such depository is placed on the preaddressed envelopes.

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

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

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

(k) No envelope received later than the time and date set by the Executive Board in the notice of the election shall be opened or counted by the Election Board. The

Election Judge may extend the time for the receipt of ballots in the event of an extraordinary event beyond the control of the Local Union.

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

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

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

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

Sec. 9. Only members of the Local Union whose dues are paid for the month of March on or before May 31, of any election year shall be eligible to vote for Local Union officers.

Sec. 10. In each Local Union election year there shall be published in the May issue of the **UTILITY REPORTER** and on the Local Union's website, a list of all candidates for Local Union office, together with a factual record of their activities within the Local Union, committee assignments performed, offices held, and experience gained for and in behalf of the Local Union. The Election Committee shall supervise the preparation of such publication, and may promulgate reasonable rules and regulations in connection therewith.

**ARTICLE IV**  
**Executive Board**

Sec. 1. The duties of this Board are outlined in Article XVII of the IBEW Constitution and these bylaws.

Sec. 2. It shall be the duty of the Executive Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Executive Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Executive Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for Board consideration.

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

Sec. 4. The Local Union President shall be Chairman of the Local Union Executive Board and shall be responsible for the proper conduct of all Board meetings. The Local Union Recording Secretary shall be secretary of the Executive Board and shall keep accurate minutes of all Board meetings. A report of all actions taken at all Executive Board or Advisory Council meetings shall be furnished the units for their information or action thereon.

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

Sec. 6. The Executive Board shall be empowered to take any action the Local Union can take and which should be taken prior to the next regular meeting of the Local Union.

Sec. 7. The Executive Board shall have a special order of business at each regular meeting to act on any business submitted by the Units.

**ARTICLE V**  
**Business Manager**

Sec. 1. The Business Manager shall perform such duties as are stated in Article XVII of the IBEW Constitution, and in these bylaws, also such other duties as may be assigned to him by the Local Union or the Executive Board, 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. Whenever any matter directly affects a particular Unit of the Local Union, the Business Manager or his assistants shall likewise report to such Units. No Local Union officer shall interfere with the Business Manager in the performance of his duties. The Business Manager and his assistants shall report to the Local Union Executive Board and the Local Union when called upon or when he deems such necessary.

Sec. 4. He shall appoint any and all representatives or assistants. They shall work directly under him and be subject to his authority in accordance with Article XVI of the IBEW Constitution and they must be members of the IBEW.

Sec. 5. He shall employ or discharge such clerical help as is necessary. Salaries paid such employees shall be subject to such rules that may be formulated or approved by the Executive Board. Such employees shall not be relatives of any Local Union officer and shall work directly under the supervision of and shall be subject to the authority of the Business Manager.

Sec. 6. He shall appoint and remove all Shop Stewards.

Sec. 7. He shall be held responsible to the Local Union and the International Office for results in organizing his territory, for establishing friendly relations with Employers, and for protecting the jurisdiction of the IBEW.

**ARTICLE VI**  
**Salaries**

Sec. 1. Salaries shall be:

President	\$130.00 for each Executive Board meeting attended.
Vice President	130.00 for each Executive Board meeting attended.
Recording Secretary	130.00 for each Executive Board meeting attended.
Treasurer	130.00 per meeting
Local Union Executive Board Members	100.00 for each Local Union Executive Board meeting attended.
Local Union Advisory Council Members	100.00for each Local Union Advisory Council meeting attended.
Trustee	50.00 for each Trustee Committee meeting attended.

The Business Manager's and his Assistants' weekly salary shall be determined by taking the average Journeyman Lineman's rate(s) in the Utility Agreements with the Pacific Gas and Electric Company, Sacramento Municipal Utility District, and NV Energy, based on a straight-time 52-hour week as a base average.

- (a) Business Manager's weekly salary - 145% of the base average.
- (b) Senior Assistant Business Manager's weekly salary - 135% of the base average.
- (c) Assistant Business Manager's weekly salary - 125% of the base average.
- (d) Senior Business Representative's weekly salary - 120% of the base average.
- (e) Business Representative's weekly salary:

- Start - 100% of base average
- After six (6) months of employment - 105% of base average
- After one (1) year of employment - 115% of base average

In the event any of base Lineman's classification receive an increase in wage compensation other than a traditional hourly wage increase, such as a bonus, profit sharing or an incentive award, an appropriate equivalent application shall be applied to the Business Manager and the Staff covered under this section. (Effective January 1, 1990).

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

Sec. 3. All disbursements for authorized expenditures made on behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. The Business Manager and his assistants shall be reimbursed for expenses incurred in the performance of their duties, subject to review of the Trustee Committee and approval of the Executive Board.

Sec. 5. (a) The Business Manager, Assistant Business Managers, or any other employee of this Local Union not covered by a separate bargaining agreement shall be granted the same coverage in regard to vacation, sick leave, and paid holidays, based on their continued membership in Local Union 1245, IBEW, which was amalgamated, as may be given to the membership of this Local Union under the Working Agreement that covers the greatest number of members of this Local Union.

(b) Such employees shall also receive such medical and hospital protection, life insurance coverage, supplemental industrial disability benefits, severance pay, and other fringe benefits as may be from time to time determined by the Executive Board.

(c) The foregoing benefits shall be subject to administrative policies as directed by the Executive Board.

Sec. 6. The Business Manager and his assistants shall receive mileage when using their own cars for Local Union business at a rate per mile as determined by the Executive Board or they shall have a car furnished them by the Local Union. If a car is furnished them by the Local Union they shall keep the car at their place of residence overnight and on weekends, so as to have it available for Union business when necessary. The Local Union shall carry automobile insurance in the name of the Local Union on all automobiles used by the Business Manager and his assistants and all other members of the Local Union engaged in authorized Union business to cover public liability and property damage.



Sec. 7. All members elected or appointed as Officers, delegates or committee members shall be reimbursed for meals and lodging when away from home, actual straight time wages for scheduled work days lost on Union business, actual cost of transportation and other expenses, necessary to their proper representation of the Union. When a member drives his own car he/she shall be reimbursed at a rate per mile as determined by the Executive Board. Reimbursement of expenses under this Section shall be contingent upon the member's attendance at all sessions of the meeting or convention to which he is a delegate, and upon proper accounting to the Executive Board and Trustee Committee as provided herein. Members may obtain advances on expenditures by action of the Executive Board or where the Board has not had time to act, from the Contingency Fund in accordance with the provisions of Article X; provided, however, that such advances from the Contingency Fund shall not exceed the cost of reimbursable wages, transportation, lodging and a reasonable amount for meals per day.

**ARTICLE VII**  
**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-Financial Secretary and the President, by virtue of their offices, shall serve as delegates to the International Convention of the I.B.E.W.

Sec. 4. The Local Union Executive Board shall recommend to the Local Union the number of delegates from Local Union 1245 to all State and International Conventions, subject to an in keeping with Article II of the International Constitutional.

Sec. 5. It shall be the duty of all committees to make a report at the regular meetings of their Unit following their assignment on any matter.

Sec. 6. Any committeeman or delegate failing to attend two (2) consecutive meetings of his committee or group without a satisfactory excuse may have his position declared vacant.

**ARTICLE VIII**  
**Stewards**

Sec. 1. Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to his/her authority. The Business Manager may remove any Steward, as such, at any time.

Sec. 2. Duties of Stewards shall be:

(a) To have a copy of the IBEW Constitution, these bylaws and the working agreement with them at all times.

(b) To see that Union membership is encouraged and all workers at their respective shop or jobs have paid-up dues receipts or valid working cards of the Local Union.

(c) To report any encroachment upon the jurisdiction of the Local Union.

(d) To report to the Business Manager any violation of the bylaws or agreements.

(e) To perform such other duties as may be assigned to them by the Business Manager.

Sec. 3. Stewards shall in no case cause a stoppage of work. In case of any trouble on a job or at a shop, Stewards shall immediately notify the Business Manager.

**ARTICLE IX**  
**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 to apply on admission fees, dues and assessments established in accordance with the IBEW Constitution and these bylaws.

Sec. 3. The **admission fees** shall be:

(a) **"A" Membership**

Outside Construction - (Utility)	
Journeyman	\$50.00
All other classifications	25.00
Outside Construction - (Telephone and CATV)	
All Classifications	10.00

**"A" or "BA" Membership**

Utility -  
All Classifications

The admission shall be in the same amount as the monthly dues for the type of membership for which application is made. One half of this amount shall be forwarded to the International Office.

(b) Each applicant for "A" membership shall pay an additional \$2.00.

(c) Approval of these admission fees is given by the international Office with the understanding that should it later be found conditions in the jurisdiction of this Local Union do not justify such fees, then the International will be free to change the amounts.

Sec. 4. All applications shall be accompanied by the full admission, and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

Sec. 5. Upon becoming a journeyman, a Construction Apprentice shall pay any difference in admission fees between journeyman and apprentice prevailing at the time he became an apprentice.

Sec. 6. (a) Members who are unemployed due to illness or lack of work may make written request to the Local to have their dues advanced for a period of not to exceed ninety (90) days.

(b) Such request shall be subject to approval by the Executive Board and may be renewed if found justified.

(c) When such request are granted, they are considered as a loan and must be repaid by the member when he returns to employment.

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

<b>(a) "A" Members</b>	<b>Basic Dues</b>	<b>Working Dues</b>
Outside Construction All classifications	\$1.00	plus 2% of gross wages
<b>(b) "A" and "BA" Members</b>		
All full-time Classifications Other than Outside Construction	1.5% of straight time rate	None
All temporary Employees Other than Outside Construction	2% of gross wages Wages – includes International payments and assessments in 7(c)	None

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

(d) Unemployed members and members working outside the jurisdiction of Local 1245 shall pay Basic Dues of \$1.00 only plus the International payments provided for in (c) above. Employed members who are eligible for withdrawal, as provided for in Article XXIV

of the Constitution of the IBEW, who prefer to keep their membership in the Local Union, shall pay \$2.00 per month in addition to the Basic Dues of \$1.00 and the applicable International per capita as provided for above.

(e) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 1245.

(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 Outside Construction jobs shall maintain type "A" memberships.

(i) In the event the Local Union collects any agency fee money in accordance with the terms of a collective bargaining agreement the Local Union shall in each case remit to the International Office each month an amount equal to the regular per capita applicable to the "BA" type of membership.

## **ARTICLE X**

### **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 December 31.

Sec. 4. The funds of this Local Union shall be deposited as received in such bank or banks as the Executive Board may determine. From time to time the Board shall transfer such amounts as it deems not necessary to meet current expenditures into savings accounts in such savings institutions as it may designate. Subject to approval of the international President, the Executive Board may invest, or direct the Business Manager to invest, the savings account funds in such real estate, securities, or other investments as it deems secure and appropriate; provided, however, that no investment shall be made which will result in depleting the total cash balance in all accounts below \$40,000.00.

Sec. 5. Except as provided in this Article, no disbursement from any fund shall be made without prior authorization of the Executive Board.

(a) There shall be established and maintained a petty cash fund in the amount of five hundred (\$500.00) dollars to be used by or upon the direction of the Business Manager and his staff for incidental office expenses, subject to proper accounting and approval by the Executive Board at its next regular meeting.

(b) There shall be established a change fund in the amount up to five hundred (\$500.00) dollars to be used by the office staff for the purpose of making change.

(c) There shall be established a cash Contingency Fund, to be maintained at Union headquarters in such amount as may be fixed from time to time by the Executive Board, but not to exceed \$20,000.00 to be used by or with the approval of the Business Manager or Assistant Business Manager for necessary expenses, such as advances on reimbursable expenses, which have either been previously authorized by the Executive Board or which are of such an emergency nature that they should be paid prior to such authorization. Any

payments from the Contingency Fund shall, however, be subject to proper accounting to and approval by the Executive Board; and if the Executive Board fails to approve of any such payment, the person obtaining the payment shall be personally responsible for reimbursement of the Contingency Fund.

(d) Regular or standing bills such as rent, salaries, and payments to the International office may be made without special Executive Board authorization.

Sec. 6. The Chairman of the Executive Board shall appoint a three (3) man committee which shall be known as the Trustee Committee. This committee shall meet every two (2) weeks for the purpose of reviewing and passing upon bills for reimbursement of expenses incurred under Sections 4 and 7 of Article X and for payments previously authorized by the Executive Board. The Trustees shall keep a record of all bills reviewed until final approval is given by the Executive Board. The Trustees may recommend to the Local Union President and the Treasurer payment on any Local Union bill presented under this Section, or it may order a bill withheld in whole or in part until the next Executive Board meeting, when they shall give their reasons to the Executive Board for such action, The Trustee Committee may be called for special meetings by the President of the Local Union or the Business Manager and shall be available for attendance at Executive Board meetings when required.

Sec. 7. All financial appeals shall be investigated and resolved by the Executive Board of the Local Union.

Sec. 8. When the amount of cash in the General Fund falls below 3 months operating expenses, it shall be the duty of the President and the Treasurer to recommend to the Executive Board, ways and means for bringing the cash in the General Fund up to 3 months operating expenses. The Executive Board shall take such action as it deems necessary.

Sec. 9. The Local Union shall provide group life insurance with a death benefit for its members in the amount of \$1,000.00 and for his or her spouse in the amount of \$500.00 through an insurance company.



**ARTICLE XI**  
**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. Applicants may be required to pass a satisfactory examination when the Unit requires same.

**ARTICLE XII**  
**Units**

Sec. 1. Unit officers shall be members of their respective Units. Each Unit shall have the following officers: Chairman, Vice Chairman, and Recorder, and may have an Executive Committee consisting of the Chairman, Vice Chairman, Recorder, and two (2) elective members.

Sec. 2. (a) 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.

(b) Advisory Council members shall be nominated at the regular meeting of each unit in March and elected in the same manner as officers and members of the Executive Board.

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots.

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

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

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

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

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

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

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

**Recorder:** The duties shall be similar to those of the Local Union's Recording Secretary but shall in no way conflict. The Recorder shall supply a copy of the Minutes of Unit meetings to the Business Manager and to the Recording Secretary of the Local Union within five (5) days of respective unit meeting.

**Executive Committee:** The duties shall be similar to those of the Local Union's Executive Board but shall deal only with affairs of the particular Unit, and shall be subordinate to the Local Union's Executive Board. However, the Executive Committee has no authority to act as a Trial Board in lieu of the Local Union Executive Board. The Unit Chairman shall preside over this Committee and it shall meet regularly at such time as it may decide and shall select one (1) of its members as Secretary. (The Business Manager shall be notified and may attend all meetings of this Committee with voice but no vote.) Immediately after each meeting of the Committee, a copy of its Minutes shall be furnished the Business Manager and the Recording Secretary of the Local Union.

Sec. 9. All Units and Unit officers shall be under the supervision of the Local Union and its Executive Board. Failure of Unit officers to perform their duties and the suspension or removal of any Unit officer and the filling of any vacancies shall be handled by the Local Union Executive Board.

Sec. 10. The eligibility of any member to hold office in the Unit shall not be affected in any way by such member being an officer of the Local Union or by being an Advisory Council member.

Sec. 11. There are hereby established in Local Union 1245, Units as set forth in Exhibit I of these bylaws (which is hereby attached and made a part of these bylaws). Units shall be assigned identification numbers. The Executive Board may approve the establishment of additional Units or it may disestablish Units for cause.

Establishment of the foregoing Units shall not in any way be construed to conflict with the right of the international Office to make territorial or jurisdictional changes in the Local Union hereafter.

Sec. 12. Members of the Unit Executive Committee may act as the Examining Committee of that Unit under direction of the Executive Board. Where so established, the duties of the Examining Committee shall be: to give written or oral examinations to applicants, including apprentices or helpers, in order to properly classify them in the Local Union.

**ARTICLE XIII**  
**Advisory Council**

Sec. 1. An advisory Council shall be established composed of one elected member from each of the following groups. No member shall vote for more than one advisory council seat.

1. San Joaquin Division of PG&E,
2. Coast Valleys Division of PG&E
3. Diablo Canyon Nuclear Generating Station
4. California Gas Transmission:
5. City of Santa Clara and San Jose Division of PG&E
6. Alameda/Contra Costa Transit District and East Bay Municipalities
7. East Bay Division of PG&E
8. San Francisco Division of PG&E and General Office of PG&E
9. Stockton Division of PG&E
10. Sacramento Regional Transit District
11. TransCanada
12. Humboldt Division of PG&E and Resort Improvement District #1.
13. Shasta Division of PG&E, City of Redding, City of Shasta Lake, and Bella Vista Water District
14. NV Energy, TMWA, City of Fernley, Truckee Donner PUD, Mt. Wheeler Power, Inc., Lassen Municipal Utility District and Wells REA
15. De Sabla Division of PG&E
16. Drum Division of PG&E, Plumas Sierra REC, and City of Roseville
17. Colgate Division of PG&E, Yuba County Water Agency, and City of Gridley
18. North Bay Division of PG&E, City of Healdsburg, City of Ukiah, City of Willits
19. Sacramento Division of PG&E
20. Sacramento Municipal Utility District and City of Lodi
21. USBR, Western Area Power Administration
22. Frontier Communications
23. General Construction of PG&E – At Large
24. General Construction of PG&E – At Large
25. General Construction of PG&E – At Large
26. Tree Trimmer Companies
27. Clerical at Large of PG&E – Northern Area
28. Clerical at Large of PG&E – Central Area
29. Clerical at Large of PG&E – Southern Area
30. Irrigation Districts (Merced ID, Turlock ID, Lindmore ID, Paradise ID, South Feather Power and Water Agency, Modesto ID and South San Joaquin ID)
31. Outside Construction
32. City of Lompoc
33. Manufacturing
34. Generation including Dynegy, Foster-Wheeler, Genon, NCPA, NRG and Tri-Dam Project
35. Materials Distribution Department of PG&E

The Executive Board may adjust these groups to reflect changes in the Local's membership.

Sec. 2. The Business Manager shall notify the Advisory Council of a newly organized group, at the first Advisory Council meeting after the group, or groups, have been organized.

(a) Upon petition for representation to this Council by a newly organized group, the Advisory Council shall be empowered to create an additional Council seat by a three-fourths vote of the Advisory Council members.

(b) Should a newly organized group not petition for a seat on the Advisory Council within three months after that group is organized, or such petition is denied, the Executive Board shall assign said group to an existing advisory Council jurisdiction.

(c) The Business Manager shall notify the Executive Board of a group which disestablishes. The Executive Board shall notify the Advisory Council that the seat representing such group is vacated or disestablished.

Sec. 3. The President of the Local Union shall be Chairman and the recording Secretary shall be Secretary of the Local Union Advisory Council. The other Local Union officers and Executive Board members shall have voice but no vote on the Advisory Council.

Sec. 4. This Council shall meet with the Local Union Executive Board 4 times a year on dates designated by the Executive Board. Special meetings may be called by the Business Manager or the Executive Board. Proper notice shall be given in all cases of change-of-date or specially called meetings.

Sec. 5. Two-thirds of the regular members of the Advisory Council shall constitute a quorum. Any Advisory Council member failing to attend two consecutive sessions without a satisfactory excuse shall have his Council seat declared vacant.

Sec. 6. These Advisory Council functions shall in no way conflict with the authority of the Executive Board or the Business Manager.

Sec. 7. The Business Manager and/or one or more of these Business Representatives shall attend each meeting of the Advisory Council and report the activities and progress of the Union.

Sec. 8. To qualify as a candidate to the Advisory Council, a member must have at least two years' continuous good standing in the Local Union immediately prior nominations and six months in the department, division or company from which they are nominated. Exceptions to this rule shall be granted where such bodies have not been in existence long enough to meet this requirement.

Sec. 9. Vacancies occurring on the Advisory Council shall be filled by the Local Union Executive Board until the next regular election.

**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 as Counsel. However, no lawyer, as such may serve as Counsel in a hearing of the Trial Board. No person not a member of the IBEW may be present at such hearing, except as a witness.

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

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

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

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

Sec. 6. The parliamentary rules of this Local Union shall be those stated in Article 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 written 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. Any member of this Local Union having knowledge of any violation of these bylaws, working rules or agreements of this Local Union or violations of the State Safety Laws or State Regulation, shall immediately report same to the Business Manager, giving date, location and all information available in connection with said violation.

Sec. 12. Members shall be required to live up to all agreements made by the Local Union, which are approved by the International Office.

Sec. 13. No officer, officers, committees or Board, elected or appointed shall contract any debt in the name of the local Union without first obtaining consent of the local Union Executive Board.

Sec. 14. Members indebted to the Local union shall be required to repay such indebtedness at a rate of not less than one dollar (\$1.00) for each day employed.

Sec. 15. Nothing in these bylaws shall be so interpreted or construed as to restrict, hamper or prevent any officer from carrying out the sincere and honest performance of his obligations, duties or assignments. This rule shall be binding on each and every member.

Sec. 16. Members shall show their working cards or receipts upon request of the Business Manager, his assistants or stewards.

Sec. 17. Any officer, member or employee of the Local Union shall have the right to rely in good faith upon the provisions of these bylaws and of the IBEW Constitution, and upon resolutions of the Executive Board and of the membership. In the event that a lawsuit is instituted against any such person for action taken in such reliance, such person shall be indemnified to the fullest extent permitted by law and the Union may pay judgement that may be rendered against him. The foregoing provision of indemnification does not extend to protecting an officer against willfully dishonest acts or the specific breaches of trust mentioned in Title V of the Labor-Management Reporting and Disclosure Act of 1959.

Sec. 18. The Local union may spend a reasonable sum for a suitable tribute, as determined by the Local Union, upon the death of a member. A committee may also be selected to extend the sympathy of the Local Union to the family of any deceased member. The Local Union may also authorize a suitable tribute, as determined by the Local Union, to a deceased person who was a member at the time of his or her retirement.



**ARTICLE XV**  
**IBEW Local Union 1245 Energy Workers Center, INC.**

Sec. 1. Title to the building, and furnishings and fixtures therein, of Local Union 1245 shall be held in a non-profit corporation known as IBEW Local 1245 Energy Workers Center, Inc.

Sec. 2. The President, Vice President, Recording Secretary, Treasurer, Business Manager-Financial Secretary, and all members of the Local Union Executive Board shall constitute the Board of Directors of the Corporation. Upon expiration of their terms as Local Union Officers or upon their resignation or removal, their duly elected or appointed successors shall become Directors.

Sec. 3. The members of the Corporation shall consist of all members in good standing from time to time of Local Union 1245. As members of the Corporation, they shall receive annual Financial Statements of the Corporation.

Sec. 4. Before any real property is to be purchased or disposed of in the name of the corporation all members of the Local union shall be advised of such matter and a meeting called for the purpose of voting on such matter. It shall require a majority vote of the members present and voting to decide such matter.

Sec. 5. Before instruction are given to the Board of Directors of the Corporation to purchase or dispose of any real property Section 4 of this Article must be complied with.

**ARTICLE XVI**  
**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 such proposal being submitted in writing and read at a Unit meeting. If approved by the majority of the membership present and voting at said meeting it shall then be forwarded to the Executive Board for action. Should the Executive Board concur with the proposed amendment, the Executive Board shall then either: (1) Refer the proposal to the next regular Local union meeting for its first reading and be acted upon at the second reading; or, (2) Order a direct referendum vote to all members in good standing stating the proposed amendment, the Executive Board's recommendation and appropriate spaced for voting "yes" or "no", together with instructions for returning the referendum ballots.

(b) Should the Executive Board vote non-concurrence on the bylaw proposal, said vote shall be recorded in the Executive Board minutes and the Unit originating the proposal be so informed.

(c) However, dues, initiation fees or assessments shall not be increased except by a majority vote by secret ballot of the members in good standing voting at regular or special membership meetings of the respective Units in the manner provided above.

A written notice specifically stating the proposed assessments or changes in initiation fees or dues shall be mailed to each member in good standing at the member's last known home address at least 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 International Constitution.

**LOCAL UNION 1245  
RECORD OF AMENDMENTS**

District: Ninth

Location: Vacaville, California

Bylaws Retyped in Entirety: February 16, 1996

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**DATE                      ARTICLES AND SECTIONS AMENDED**

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6/24/97	Article IX, Section 7(a) amended.
3/15/01	Art. I, sec. 1 amended; Art. 3, Secs. 1, 2, 8 & 9(a) amended; Art. IV, Sec. S1 & 2 amended; Art. V, Sec. 1 amended; Art. VI, Sec. 7 amended; Art. VII, Sec. 1 amended; Art. IX, Secs. 4 & 7(d) amended; Art. X, Sec. 1 amended; Art. XIV, Sec. 6 amended.
7/22/04	Art. I, Sec. 1 amended.
8/25/04	Art. I, Sec. 1 amended.
10/22/04	Art. I, Sec. 1 amended.
10/13/05	Art. I, Sec. 1 amended.
8/01/08	Art. IX, Sec. 7(a) & (c) amended, 7(b) added
02/22/13	Extensive pattern bylaw changes to the following Articles (I, II, III, IV, VI, V VII, IX, X, XI, XII, XIII, plus eliminating Exhibit I)
6/6/13	Art. I, Sec. 1 (b-g) amended
12/8/14	Art. I, II, III, IV, XII, XIII, amended to conform to IBEW pattern bylaws
1/30/15	Art. XII, and Art. XVI, amended to conform to IBEW pattern.