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21-09004

Public Utilities Commission of Nevada  
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Reference:

Filed For: Nevada Workers for Clean and Affordable Energy

In accordance with NRS Chapter 719,  
this filing has been electronically signed and filed  
by: /s Nathan Ring

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By electronically filing the document(s),  
the filer attests to the authenticity of the electronic signature(s) contained therein.

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This filing has been electronically filed and deemed to be signed by an authorized  
agent or  
representative of the signer(s) and  
Nevada Workers for Clean and Affordable Energy

1 **NOVARA, TESIJA, CATENACCI**  
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9 *Counsel for Nevada Workers for*  
10 *Clean and Affordable Energy*

8 **BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF NEVADA**

9  
10 Joint Application of Nevada Power Company  
11 d/b/a NV Energy and Sierra Pacific Power  
12 Company d/b/a NV Energy for approval of their  
13 Economic Recovery Transportation  
14 Electrification Plan for the period 2022-24

**Docket No. 21-9004**

14 **PETITION FOR LEAVE TO INTERVENE BY NEVADA WORKERS FOR CLEAN AND**  
15 **AFFORDABLE ENERGY**

16 Nevada Workers for Clean and Affordable Energy, an unincorporated association, by and  
17 through its attorney of record, Nathan R. Ring, Esq., and pursuant to NAC 705.580-703.595, hereby  
18 petitions the Public Utilities Commission of Nevada for permission to intervene in Docket No. 21-9004.

19 Communications for Nevada Workers for Clean and Affordable Energy for the purposes of this  
20 matter should be directed to:

21 Nathan R. Ring, Esq.  
22 **NOVARA, TESIJA, CATENACCI**  
23 **MCDONALD & BAAS, PLLC**  
24 3993 Howard Hughes Pkwy., Ste. 480  
25 Las Vegas, NV 89169  
26 (702) 990-3528  
27 nrr@novaralaw.com

Hunter Stern  
Nevada Workers for Clean and Affordable Energy  
30 Orange Tree Circle  
Vacaville, CA 95687  
(415) 517-0318  
hls5@ibew1245.com

1           **I.       IDENTITY OF PETITIONERS**

2           Nevada Workers for Clean and Affordable Energy (“Petitioner”) is a Nevada-based  
3           unincorporated association. There are four members of the Petitioner. Those four members are:

- 4           1. International Brotherhood of Electrical Workers, Local 1245
- 5           2. International Brotherhood of Electrical Workers, Local 401
- 6           3. International Brotherhood of Electrical Workers, Local 357
- 7           4. International Brotherhood of Electrical Workers, Local 396

8           All members of the Petitioner represent members who are workers employed throughout the  
9           state of Nevada in the electrical industry and trade. The members of each of these four organizations are  
10          professionals who, among many other things, install and maintain electrical vehicle charging stations.  
11          Furthermore, many of the members of these four organizations are from the underserved communities  
12          that stand to potentially benefit from the Plan put forward by NV Energy and as directed by Senate Bill  
13          448.

14          The Petitioner exists for the purpose of representing the interests of its four affiliated member  
15          organization and their membership. All four members of the Petitioner have agreed to participate in this  
16          matter. *See Letters*, attached hereto as **Exhibit A**.

17          As labor unions, the four member organizations of the Petitioner are recognized non-profit  
18          organizations. They are organized and exist under Section 501(c)(5) of the Internal Revenue Code.  
19          Seeking regulations and legislation to protect and further the interests of membership is a permissible  
20          means for such an organization to attain and further its exempt interests.

21           **II.       STANDARD FOR INTERVENTION UNDER THE NEVADA ADMINISTRATIVE**  
22           **CODE**

23          Under NAC 703.578, “‘association’ means an organization, other than a for-profit corporation,  
24          partnership or limited-liability company, created to represent the interests of its members.” Under  
25          Nevada law, parties are permitted to intervene in a Nevada PUC Docket. *See generally* NAC 703.578-  
26          703.600.

27          If the petitioner is an association and:  
28

1 (a) The petition for leave to intervene shows that two or more members of the  
2 association have a direct and substantial interest in the subject of the proceeding,  
or any part of it;

3 (b) The petitioner demonstrates, through its charter, a contract or some other  
4 document, that the purpose of the association is directly related to the subject of  
5 the proceeding and that the association is authorized to represent its members in  
the proceeding; and

6 (c) The intervention would not unduly broaden the issues,

7 the Commission will or the presiding officer may grant leave for the petitioner to  
8 intervene or otherwise to appear in the proceeding with respect to the matters set forth  
9 in the petition and subject to such reasonable conditions as may be prescribed by the  
Commission or presiding officer.

10 NAC 703.595(2).

11 A party wishing to intervene in a docket must contain “[a] clear and concise statement of the  
12 direct and substantial interest of the petitioner in the proceedings and, if the petitioner is an association,  
13 all information that is necessary for the petitioner to satisfy the requirements set forth in NAC 703.595.”

14 NAC 703.585(3).

15 **III. PETITIONER HAS DIRECT AND SUBSTANTIAL INTERESTS IN THE SUBJECT**  
16 **MATTER OF THIS DOCKET**

17 A petitioner has a direct and substantial interest in a Nevada PUC proceeding if:

18 [t]he person claims an interest relating to the property or transaction which is the subject  
19 of the proceeding and the person is so situated that the disposition of the proceeding will,  
as a practical matter, impair or impede the ability of the person to protect that interest,  
unless the person is adequately represented by existing parties.

20 NAC 703.580(2).

21 NV Energy is seeking approval of the Economic Recovery Transportation Electrification Plan  
22 for 2022-24. The Plan filed by NV Energy was filed pursuant to duties imposed upon it under Senate  
23 Bill 448 from the 2021 Nevada Legislative Session. The Plan calls for the development, installation,  
24 deployment and administration of electric vehicle charging stations in five specific categories. Those  
25 categories include: (1) Interstate Corridor, (2) Urban Charging, (3) Public Agency, (4) Transit & School  
26 Bus, and (5) Outdoor Recreation and Tourism. The Plan calls for the installation of over 100 charging  
27 sites across the state of Nevada.

1 The Petitioner requests permission to intervene in this matter because it has a direct and  
2 substantial interest in the implementation of the Plan contained within NV Energy’s Application to the  
3 PUC. The Petitioner and its four labor union member organizations represent workers who are skilled,  
4 trained professionals in the electrical industry. They also operate training programs for workers that  
5 certify workers in the Electric Vehicle Infrastructure Training Program (“EVITP”), which is a required  
6 certification under Senate Bill 448. Many members of each of the four organizations comprising the  
7 Petitioner are already certified in EVITP.

8 The members of the Petitioner live and work throughout Nevada. The members of the Petitioner  
9 are employed across every county in the state of Nevada and throughout the state’s electrical industry.  
10 Members of the Petitioner have collective bargaining and work site agreements with NV Energy that  
11 may be affected by the Plan put forward by NV Energy on this Docket. Furthermore, members of the  
12 Petitioner supported the passage of Senate Bill 448 before the Nevada Legislature in the 2021  
13 Legislative Session and have an interest in seeing its administrative implementation.

14 Each member organization of the Petitioner is governed by its own bylaws and by the  
15 Constitution of the International Brotherhood of Electrical Workers. Copies of each member  
16 organization’s bylaws are attached hereto as **Exhibit B**. Each member organization of the Petitioner is  
17 bound “to promote by all proper means the material, social and intellectual welfare of its members.”  
18 Intervening in this Docket will certainly permit the Petitioner and its members to promote by all proper  
19 means the material, social and intellectual welfare of their members. The Petitioner and all of its  
20 member organizations have a direct and substantial interest in this Docket.

21 **IV. PETITIONER’S PURPOSES ARE DIRECTLY RELATED TO THE SUBJECT**  
22 **MATTER OF THIS DOCKET**

23 As stated directly above, the four member organizations of the Petitioner are bound by their own  
24 bylaws and the Constitution of the International Brotherhood of Electrical Workers “to promote by all  
25 proper means the material, social and intellectual welfare of its members.” Intervening to participate in  
26 this docket will allow Petitioner to do just that. It is imperative that Petitioner and its members  
27 participate because this Docket will certainly affect the material, social and intellectual welfare of  
28 membership. Ensuring the purposes of Senate Bill 448 are upheld in implementation of the NV Energy

1 Plan, ensuring the jobs created supply quality wages and benefits, and protecting union members as rate  
2 payers is directly related to the subject matter of this Docket. No other party to this matter can  
3 adequately represent the interests of the Petitioner and its members. Thus, the purposes of Petitioner and  
4 its members is directly related to this Docket.

5 **V. PETITIONER’S INTERVENTION WILL NOT UNDULY BROADEN THE ISSUES**  
6 **IN THIS MATTER**

7 Petitioner’s participation in this docket will not unduly broaden the issues in this matter and will  
8 be related directly to the petition as put forward by NV Energy.

9 **VI. PETITIONER’S EXPECTED PARTICIPATION IN THIS MATTER**

10 Pursuant to NAC 703.070, an “intervener” is a “party of record” in a matter pending before the  
11 PUC. A party of records “is entitled to enter an appearance, introduce relevant evidence, examine and  
12 cross-examine witnesses, make arguments, make and argue motions and generally participate in the  
13 proceeding.” NAC 703.500(1). Nevada Workers for Clean and Affordable Energy expect to participate  
14 fully if a public hearing is set by the PUC in this matter.

15 **CONCLUSION**

16 Petitioner has timely filed this Petition to Intervene under NAC 703.590 and NAC 703.160 and  
17 as demonstrated above meets all of the requirements to be granted intervener status in this proceeding.  
18 Therefore, Nevada Workers for Clean and Affordable Energy hereby respectfully requests that it be  
19 permitted to intervene and become a party of record in this docket currently pending before the Public  
20 Utilities Commission of Nevada.

21 DATED: October 5, 2021

22 /s/ Nathan R. Ring  
23 NATHAN R. RING, ESQ.  
24 **NOVARA, TESIJA, CATENACCI**  
25 **MCDONALD & BAAS, PLLC**  
26 Nevada Bar No. 12078  
27 3993 Howard Hughes Pkwy., Ste. 480  
28 Las Vegas, NV 89169  
(702) 990-3528  
nrr@novaralaw.com  
*Counsel for Nevada Workers for*  
*Clean and Affordable Energy*

1 **CERTIFICATE OF MAILING**

2 Docket No. 21-9004

3  
4 The undersigned hereby certifies that on the date below, he served a true and correct copy of the  
5 above and foregoing document with all exhibits upon all parties of record in this matter via their email  
6 address, or by mailing a true and correct copy thereof, properly addressed, postage prepaid as follows:

7  
8 PUCN- Staff PUCN, Regulatory Operations Pucn.sc@puc.nv.gov  
Don Lomoljo Staff dlomoljo@pucn.nv.gov

9 Roman Borisov NV Energy rborisov@nvenergy.com  
10 Aaron Schaar regulatory@nvenergy.com  
Lynn D’Innocenti ldinnocenti@nvenergy.com

11 Nevada Attorney General’s Bureau of Consumer Protection bcpserv@ag.nv.gov  
12 Office pstuhff@ag.nv.gov  
13 Paul E. Stuhff

14  
15 DATED October 5, 2021

16  
17 /s/ Nathan R. Ring

18 Nathan R. Ring, Esq.

# EXHIBIT A



*International Brotherhood of Electrical Workers  
Local Union 396*



*Jesse Newman  
Business Manager/Financial Sec.*

*Shannon Skinner  
President*

October 4, 2021

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 E. William Street  
Carson City, NV 89701

**Re: PUCN Docket No. 21-9004**

Dear Ms. Osborne:

Please be advised that I am authorized to act on behalf of the International Brotherhood of Electrical Workers, Local Union 396 ("the local union") and its membership. The local union is a labor union representing workers in the State of Nevada throughout the electrical industry. The local union has members living in multiple counties across the state of Nevada. One of the primary objectives of the local union is to promote by all proper means the material and intellectual welfare of its members.

The local union is a member of Nevada Workers for Clean and Affordable Energy, which is an unincorporated association. The local union supports the association's participation in Public Utilities Commission of Nevada Docket No. 21-9004 and confirms that Nevada Workers for Clean and Affordable Energy represents any and all interests of the local union in the proceeding.

Sincerely,

Jesse Newman  
Business Manager/Financial Secretary  
IBEW, Local Union 396





**IBEW** 1245  
THE POWER IS IN OUR HANDS

BOB DEAN, BUSINESS MANAGER  
CECELIA DE LA TORRE, PRESIDENT

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 E. William Street  
Carson City, NV 89701

**Re: PUCN Docket No. 21-9004**

Dear Ms. Osborne:

Please be advised that I am authorized to act on behalf of the International Brotherhood of Electrical Workers, Local Union 1245 ("the local union") and its membership. The local union is a labor union representing workers in the State of Nevada throughout the electrical industry. The local union has members living in multiple counties across the state of Nevada. One of the primary objectives of the local union is to promote by all proper means the material and intellectual welfare of its members.

The local union is a member of Nevada Workers for Clean and Affordable Energy, which is an unincorporated association. The local union supports the association's participation in Public Utilities Commission of Nevada Docket No. 21-9004 and confirms that Nevada Workers for Clean and Affordable Energy represents any and all interests of the local union in the proceeding.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Dean".

Bob Dean  
IBEW, Local Union 1245



# International Brotherhood of Electrical Workers Local Union 401

October 4, 2021

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 E. William Street  
Carson City, NV 89701

**Re: PUCN Docket No. 21-9004**

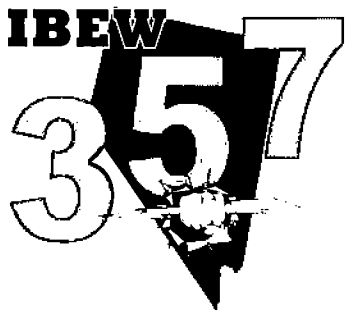
Dear Ms. Osborne:

Please be advised that I am authorized to act on behalf of the International Brotherhood of Electrical Workers, Local Union 401 ("the local union") and its membership. The local union is a labor union representing workers in the State of Nevada throughout the electrical industry. The local union has members living in multiple counties across the state of Nevada. One of the primary objectives of the local union is to promote by all proper means the material and intellectual welfare of its members.

The local union is a member of Nevada Workers for Clean and Affordable Energy, which is an unincorporated association. The local union supports the association's participation in Public Utilities Commission of Nevada Docket No. 21-9004 and confirms that Nevada Workers for Clean and Affordable Energy represents any and all interests of the local union in the proceeding.

Sincerely,

Jacob Haas  
Business Manager  
IBEW, Local Union 401



# IBEW LOCAL 357

SERVING SOUTHERN NEVADA SINCE 1931

**James Halsey**  
*Business Manager / Financial Secretary*

**Charles T. Stetson**  
*President*

October 4, 2021

Ms. Trisha Osborne  
Assistant Commission Secretary  
Public Utilities Commission of Nevada  
1150 E. William Street  
Carson City, NV 89701

**Re: PUCN Docket No. 21-9004**

Dear Ms. Osborne:

Please be advised that I am authorized to act on behalf of the International Brotherhood of Electrical Workers, Local Union 357 ("the local union") and its membership. The local union is a labor union representing workers in the State of Nevada throughout the electrical industry. The local union has members living in multiple counties across the state of Nevada. One of the primary objectives of the local union is to promote by all proper means the material and intellectual welfare of its members.

The local union is a member of Nevada Workers for Clean and Affordable Energy, which is an unincorporated association. The local union supports the association's participation in Public Utilities Commission of Nevada Docket No. 21-9004 and confirms that Nevada Workers for Clean and Affordable Energy represents any and all interests of the local union in the proceeding.

Sincerely,

James Halsey  
Business Manager/Financial Secretary  
IBEW Local Union 357

# **EXHIBIT B**

**BYLAWS**

**OF**

**LOCAL UNION NO. 1245**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**VACAVILLE, CALIFORNIA**

**APPROVED: November 30, 2018**

## **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, 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

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:

**Southern Area**

- 1100 San Joaquin-Clerical-PG&E
- 1101 San Joaquin-Physical-PG&E
- 1121 Merced Irrigation District
- 1141 Turlock Irrigation District

1151 Lindmore Irrigation District  
1200 Coast Valley-Clerical-PG&E  
1201 Coast Valley-Physical-PG&E  
1221 City of Lompoc  
1301 Pipeline Operations-Physical-PG&E  
1401 City of Santa Clara  
1500 San Jose-Clerical-PG&E  
1501 San Jose-Physical-PG&E  
2551 South San Joaquin Irrigation District  
3031 Dynege HH  
3041 Dynege Perm  
4002 Frontier (Citizens) – Needles  
5651 Jacobs Technology  
5661 Lockheed Martin Space Systems  
5671 Northrop Grumman Corporation  
7901 PG&E Diablo Canyon Outage Workers

### **Central Area**

2000 Port of Oakland  
2201 AC Transit  
2300 East Bay-Clerical-PG&E  
2301 East Bay-Physical-PG&E  
2381 Foster Wheeler  
2400 San Francisco-Clerical-PG&E  
2401 San Francisco-Physical-PG&E  
2420 General Office-Clerical-PG&E  
2421 General Office-Physical-PG&E  
2500 Stockton-Clerical-PG&E  
2501 Stockton-Physical-PG&E  
2531 Modesto Irrigation District  
2532 Modesto ID/Admin/Tech/Clerical Unit  
2533 Modesto ID/Professional & Supervisory  
2541 Tri-Dam Project  
2601 Alameda Power Telecom City of Alameda  
2701 City of Berkeley  
2801 City of Lodi  
2901 City of Oakland  
3051 Genon Energy HH  
3061 Genon Energy Perm  
5601 Advance Carbon Products, Inc.  
5611 Ansaldobreda, Inc. (Hitachi)  
5621 Borden Lighting  
5641 Delta Star  
5681 Trayer Engineering

6401 Hiring Hall-City of Lodi  
6911 Hiring Hall-Physical/P&G&E

**Northern Area**

2376 City of Vallejo  
2377 Greater Vallejo Recreation District  
3001 Sacramento Regional Transit District  
3100 Humboldt-Clerical-P&G&E  
3101 Humboldt-Physical-P&G&E  
3200 Shasta-Clerical-P&G&E  
3201 Shasta-Physical-P&G&E  
3210 Bella Vista Water District  
3220 City of Redding – Electric  
3221 City of Redding - Maintenance  
3251 City of Shasta Lake  
3261 Resort Improvement Dist. #1  
3400 De Sabla-Clerical-P&G&E  
3401 De Sabla-Physical-P&G&E  
3421 Paradise Irrigation District  
3500 Drum-Clerical-P&G&E  
3501 Drum-Physical-P&G&E  
3541 City of Roseville  
3600 Colgate-Clerical-P&G&E  
3601 Colgate-Physical-P&G&E  
3620 South Feather Power & Water  
3621 South Feather Water Hydro Power (Oroville)  
3651 Yuba County Water Agency  
3661 City of Gridley  
3700 North Bay-Clerical-P&G&E  
3701 North Bay-Physical-P&G&E  
3731 City of Healdsburg  
3751 City of Willits  
3791 City of Ukiah  
3800 Sacramento-Clerical-P&G&E  
3801 Sacramento-Physical-P&G&E  
3901 SMUD  
3921 Bureau of Reclamation  
3931 WAPA  
4004 Frontier (Citizens) – Colusa  
4781 NCPA-Geo-Therm  
5701 City Light & Power, Inc.  
5771 Sunoptics  
6001 Hiring Hall – SMUD  
6910 Hiring Hall – Clerical/P&G&E

## Northeastern Area

3021	Transcanada GTN
3231	Lassen MUD
3301	NV Energy (Sierra Pacific)
3341	Truckee – Donner PUD
3351	Truckee Meadows Water Authority
3371	Mt. Wheeler Power
3381	Wells Rural Electric
3521	Plumas Sierra REC – Phys.
3561	City of Fernley
4001	Frontier (Citizens) – Alturas
4003	Frontier (Citizens) – Elko
5231	Liberty Energy/Calpeco
6301	Hiring Hall – NV Energy

Sec. 7. The Examining Board shall consist of three (3) elected members.

Sec. 8. (a) Nominations for officers shall be held in **March 2019 at the General Membership Meetings** and election of officers shall be held in **June 2019 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. 9. (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. 10. 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. 11. 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**  
**Examining Board**

Sec. 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications of members as provided in Article XIX of the IBEW Constitution. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Sec. 2. The Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

Sec. 3. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.

Sec. 4. The Examining Board shall consist of three journeyman members from the Construction Unit.

**ARTICLE VI**  
**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 VII**  
**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 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-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 IX**  
**Stewards**

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

**ARTICLE X**  
**Assessments - Admission Fees - Dues**

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

Members of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided in these bylaws.

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

Sec. 2. No money shall be collected from anyone working within the jurisdiction of this Local Union other than 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 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 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 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. Applicants may be required to pass a satisfactory examination when the Unit requires same.



**ARTICLE XIII**  
**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 XIV**  
**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-Physical
2. Coast Valleys Division of PG&E-Physical
3. Diablo Canyon Nuclear Generating Station
4. GPO&M-T&D and Gas Distribution and Control Center
5. City of Santa Clara and San Jose Division of PG&E-Physical
6. Alameda/Contra Costa Transit District and East Bay Municipalities
7. East Bay Division of PG&E-Physical
8. San Francisco Division of PG&E-Physical and General Office of PG&E-Physical
9. Stockton Division of PG&E-Physical
10. Sacramento Regional Transit District
11. TransCanada
12. Humboldt Division of PG&E-Physical and Resort Improvement District #1.
13. Shasta Division of PG&E-Physical, 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, Liberty Energy and Plumas Sierra REC
15. De Sabla Division of PG&E-Physical
16. Drum Division of PG&E-Physical and City of Roseville
17. Colgate Division of PG&E-Physical, Yuba County Water Agency, and City of Gridley
18. North Bay Division of PG&E-Physical, City of Healdsburg, City of Ukiah, City of Willits
19. Sacramento Division of PG&E-Physical and City Light & Power
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 PG&E – Northern Area
28. Clerical PG&E – Central Area
29. Clerical 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 Dynegey, Foster-Wheeler, Genon, NCPA, NRG and Tri- Dam Project
35. Materials Distribution Department of PG&E
36. City of Vallejo and Greater Vallejo Recreation District

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 XV**  
**General Laws**

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

Sec. 2. A charged member may, upon request, have an IBEW member in good standing as Counsel. However, no lawyer, as such may serve as Counsel in a hearing of the Trial Board. 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 XVI**  
**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 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 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.
3/8/18	Art. I, Sec. 1 and 1(g) amended.
11/30/18	Art. III, Sec. 6; a new Art. III, Sec. 7 and a new Art. V added and all other sections were re-numbered.

**BYLAWS**

**OF**

**LOCAL UNION 357**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LAS VEGAS, NEVADA**

**APPROVED: October 28, 2019**

## **ORDER OF BUSINESS**

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

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

**ARTICLE I**  
**Name – Jurisdiction – Objects**

Sec. 1. This Organization shall be known as **Local Union 357** of the International Brotherhood of Electrical Workers, Las Vegas, Nevada. Local 357 shall have jurisdiction over **Inside, Sound and Communications, Maintenance, and Sign work**, as defined in Article XXVI, Sections 5 and 6, of the IBEW Constitution, when performed as follows:

**Inside, Sound and Communications, Maintenance, and Sign work** when performed in the following counties or portion thereof:

Clark	entire county
Lincoln	entire county
Nye	that portion south of Mt. Diablo Base Line.

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.

The essential ingredient of unionism is not doctrine, but intelligence; not authority, but reason; not cynicism, but faith in man and faith in God. Our strength lies in fearless, untiring pursuit of the truth by the minds of men who are free. This we should believe; as individuals we can safeguard this great inheritance by searching our minds and our souls to find out what we do believe about unionism and what it stands for. Knowing that we hold fast in unity to that in which we do believe, and let neither force from without, not guile, nor fear from within, cause us to forsake these precepts in which, as Union people, we deeply believe and whence comes our strength.

To unite and associate all IBEW members who are efficient workers, for the purpose of mutual assistance and protection.

To make and use every honorable effort to secure the passage and enforcement of such betterment and laws as would be a benefit to the trade and tend to protect the betterment and safety to the public.

To continue the apprenticeship system and rescue the trade from dangers surrounding it, and by mutual effort to place ourselves on a foundation sufficiently strong to prevent further encroachment of unskilled or cheaper labor.

We recognize the right of the employer to control his capital but we also claim and will exercise, the right to control our labor, and be consulted determining the price paid for it and conditions under which we work.

As an earnest proof that we entertain the true sense of obligations, interests and duties toward one another, each member should make themselves thoroughly acquainted with the law herein contained, that he or she may avoid trespassing on the same and be prepared to explain to non-members the benefits that protection of our Local extends to them.

Sec. 3. Local Union 357 shall cover the “A” and “BA” types of membership.

## **ARTICLE II**

### **Meetings**

Sec. 1. Regular meetings shall be held once a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

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



**ARTICLE III**  
**Officers – Elections – Duties**

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

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

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

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

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

Sec. 5. The Executive Board shall consist of (the Local Union President) and six (6) elected members.

- 3 Unit 357.1
- 1 Unit 357.2, 357.1, 357.3 or 357.4
- 1 Unit 357.3
- 1 Unit 357.4

A member elected to represent a specific Unit on the Executive Board must maintain that classification to retain his seat on the Board.

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

- 2 Unit 357.1
- 1 Unit 357.4
- 2 Unit 357.1, 357.2 or 357.4

A member elected to represent a specific Unit on the Examining Board must maintain that classification to remain his seat on the Board.

Sec. 7. (a) Nominations for officers shall be held in **May 2022** and election of officers shall be held in **June 2022 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 the approval of the International President. If nominated for more than one office, the member must immediately declare for which office he/she will be a candidate. This provision shall not apply to offices that have been combined with the approval of the International President.

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

(d) The Local Union shall comply with all reasonable requests of any bona fide candidate for Local Union Office to distribute his/her campaign literature to the membership at the candidate's expense. In handling all such requests, the Local Union shall comply with the IBEW Local Union 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 357 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if he/she entered an apprenticeship program for the purpose of upgrading his/her classification.

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

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

(c) At the meeting of the Local Union, 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 the Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

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

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

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

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

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

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

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

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

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

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

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

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

(p) In the event a candidate does not receive a majority of the votes cast for a specific office, then a run-off election will be held between the two (2) candidates receiving the highest number of votes. This does not include the election for the Local Union Executive Board or Examining Board, which shall be decided for the candidates receiving the most votes.

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

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

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

Sec. 2. It shall be the duty of the 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 Executive Board shall elect its own Chairman and 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.

Sec. 4. Applicants for examination shall be notified when to appear, and failure to appear or pass at the stipulated time shall be deferred from examination for thirty (30) days.

Sec. 5. When the business requires, the Examining Board shall meet for examination of applicants each month.

**ARTICLE VI**  
**Business Manager**

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

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

Sec. 3. The Business Manager shall appoint any and all Assistants or other Representatives, including Stewards. These shall work directly under his supervision in accordance with the IBEW Constitution. However, when additional Assistants or Representatives are required, the Executive Board and the Local Union shall be consulted before such appointments are made.

Sec. 4. The Business Manager 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 related to any employee or officer of Local Union 357 and shall work directly under the supervision of, and shall be subject to the authority of the Business Manager.

Sec. 5. The Business Manager shall be responsible to the Local Union for establishing friendly relations with employees and for protecting the jurisdiction of the IBEW.



**ARTICLE VII**  
**Salaries**

Sec. 1. Salaries shall be as follows:

(a) Salaries shall be determined by multiplying 122% of the Journeyman Wireman's straight time rate of pay by the hours shown for each office.

President	10 hours per month
Vice President	3 hours per month
Recording Secretary	3 hours per month
Treasurer	3 hours per month
Executive Board Members	6 hours per month
Examining Board Members	3 hours per test module or meeting attended
Business Manager/ Financial Secretary	a weekly salary equal to forty-eight times (48X) 132% of the Journeyman Wireman's straight time rate.
Assistant Business Manager's	a weekly salary equal to forty-eight times (48X) 122% of the Journeyman Wireman's straight time rate.
Business Representative's	a weekly salary equal to forty-eight times (48X) 111% of the Journeyman Wireman's straight time rate.

(b) All employees salary not covered herein shall be determined by the Executive Board subject to the approval of the Local Union.

(c) All employees on a full-time basis shall receive two (2) weeks annual paid vacation after each year of employment. The eligibility of said vacation shall be the hiring date of said employees. Vacation shall be taken at a time as designated by the Business Manager and the employee. Vacations are not accumulative and must be taken within the twelve (12) months following the eligibility date. All unused vacation or portion thereof shall be redeemable in cash at the end of each year.

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. (a) When a member is required to use his own car on officially assigned Union business, he shall receive an amount per mile as determined by the Executive Board to cover the expense of the car. Traveling and lodging expenses incurred when on officially assigned Union business will be reimbursed when bills are properly presented and approved. Also, each Officer, Representative, and Delegate authorized to attend Conventions and Conferences outside the Jurisdiction of the Local Union 357, shall receive a sum of four (4) hours straight time wages per day, for board and other expenses, based on the Journeyman Wireman rate of pay, excluding fringes.

(b) All Officers, Representatives, and Delegates shall make a detailed report on forms provided for this purpose of all traveling and other expenses incurred on Union business. The report shall be examined by the Executive Board and then submitted for Local Union approval with the Board's recommendation. When bills are properly presented and approved, reimbursement shall be made.

(c) Members who are elected or appointed as delegates to Conventions, Labor Schools, etc., may be advanced funds by the Local Union to cover the actual straight time lost from their job during their regular work week and expenses for travel and per diem while on official Union business outside the jurisdiction of Local Union 357. Final reimbursement to be made by any other source must be returned to the Local Union when Delegates were allowed advance funds. Monies allotted for remaining until close of the International Convention (as per Article II, Section 9, Paragraph 2 of the IBEW Constitution), shall be an exception to the above paragraph and may be kept by the Delegate.

Sec. 5. The Election Board shall be paid for conducting the Local Union election(s) at their respective rate of pay, shall be paid only for the actual straight time lost from their job during the regular work week.

Sec. 6. Trustees shall be compensated at their regular rate of compensation, including fringe benefits if they miss employment, for each hour they spend on Trust business. Each Trustee shall also be reimbursed for any expense incurred by him in attending to Trust business.

**ARTICLE VIII**  
**Committees and Delegates**

Sec. 1. Committees and delegates shall be appointed in accordance with Article XVII of the IBEW Constitution.

Sec. 2. The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure, as set forth in these bylaws and Article II, Section 10 of the IBEW Constitution.

Sec. 3. The Business Manager and President shall, by virtue of their offices, serve as Delegates to the International Convention.

Sec. 4. No candidate for the 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:

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

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.

To report any encroachment upon the jurisdiction of the Local Union.

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

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

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

Sec. 4. No member holding a supervisory position shall be a Steward.

Sec. 5. Stewards shall have a record of the name, classification, and telephone number of every workman employed on his job under the agreement, and shall be furnished necessary books and forms for this purpose by the Local Union. This information shall be delivered monthly to the Business Manager or his representative prior to the General Meeting.

**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) <b>“A” Membership</b>	<b>Journeyman</b>	<b>Apprentice</b>	<b>Other</b>
Wireman	\$100.00	50.00	--.—
Construction Wireman/ Construction Electrician			50.00
Senior Technician	25.00		
Installer Technician	25.00	12.50	
(b) <b>“A” or “BA” Membership</b>			
Journeyman Signman	25.00	12.50	
Sign-All Classifications	--.--	--.--	25.00
Maintenance Electrician	25.00	12.50	
All Other 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. Dues and per capita are payable monthly in advance.

Sec. 7. The monthly dues shall be:

(a) **“A” Members**

Basic Dues, Working Dues\*

All classifications \$3.00 plus \$4.00 in addition to the amount defined as follows:

\*NOTE: Working dues shall be predicated on the number of hours in a given calendar month as follows:

1. Those employed twenty (20) hours but less than forty (40) hours an amount equal to one (1) hour straight time pay.
2. Those employed forty (40) hours but less than (80) hours an amount equal to two (2) hours straight time pay.
3. Those employed eighty (80) hours but less than one hundred twenty (120) hours an amount equal to three (3) hours straight time pay.
4. Those employed one hundred twenty (120) hours but less than one hundred sixty (160) hours an amount equal to four (4) hours straight time pay.
5. Those employed one hundred sixty (160) hours or more and or those dispatched to any single employer or the entire calendar month, regardless of hours actually worked\*\*\*---an amount equal to five (5) hours straight time pay.

\*\*\*NOTE: the only exceptions allowed will be for those able to provide verifiable proof that they are on disability.

**(b) “BA” Members**

Basic Dues, Working Dues\*

All classifications \$3.00 plus \$4.00 in addition to the amount defined as follows:

\*NOTE: Working dues shall be predicated on the number of hours in a given calendar month as follows:

1. Those employed twenty (20) hours but less than forty (40) hours an amount equal to one (1) hours straight time pay.
2. Those employed forty (40) hours or more or those dispatched to any single employer for the entire calendar month, regardless of hours actually worked\*\*\*----an amount equal to two (2) hours straight time pay.

\*\*\*NOTE: the only exceptions allowed will be for those able to provide verifiable proof that they are on disability.

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

(d) Unemployed members and members working outside the jurisdiction of Local 357 shall pay Basic Dues only plus the International payment provided for in (c) above.

(e) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 357.

(f) Working dues for the preceding month 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 and Outside Construction work as employees of Contractors shall maintain type ‘A’ membership.

Sec. 8. (a) Members who are unemployed due to illness or lack of work may make written request to the Local Union to have their dues advanced for a period not to exceed ninety (90) days.

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

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

**ARTICLE XI**  
**Funds**

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

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (or the President or the Executive Board, as the Local Union decides, shall employ a public accountant or a combination of quarterly audits by the Auditing Committee and a yearly audit by a public accountant) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bankbooks 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 31st.

Sec. 4. The following funds are hereby established:

**General Fund**  
**Death Benefit Fund**  
**Petty Cash Fund**

Sec. 5. All bills and donations except regular standing bills shall first be submitted to the Executive Board, and before payment is made, approved by the Local Union.

There is hereby established in Local Union 357 a Petty Cash Fund for the use of the Business Manager-Financial Secretary's office in the amount of \$500.00 to be used for the purpose of paying small incidental bills under \$50.00.

Any expense item of \$50.00 or more shall be paid by check.

The Petty Cash Fund will be replenished when bills are submitted and approved by the Local Union.



**ARTICLE XII**  
**Death Benefit Plan**

Sec. 1. There is hereby established in Local Union 357 a Death Benefit Fund for the purpose of paying death benefits to the beneficiary of the deceased members of the Local Union, as hereinafter provided in this Article.

Sec. 2. (a) All "A" members in good standing in Local Union 357 shall become participating members in the Death Benefit Fund established under this section, any "BA" member in good standing wishing to participate in this fund may do so by fulfilling the conditions outlined in Section 4 of this Article.

(b) Any present "BA" member in good standing in Local Union 357 may exercise his option to participate in the Death Benefit Fund within one (1) year of his acceptance.

Sec. 3. Upon the death of any "A" member or participating "BA" member in good standing, a Death Benefit of \$2,000.00 shall be paid their beneficiary. Upon the increase of each additional one hundred seventy-five (175) members participating in the fund, the Death Benefit shall be raised an additional \$200.00.

Sec. 4. Each participating member in the Local Union Death Benefit Plan shall pay an initial payment of \$1.25 upon acceptance into this Local, and \$1.25 upon the death of each member thereafter, such amounts to be paid to the account of the Death Benefit Fund.

Sec. 5. Should a member die who is financially indebted to the Local Union, then the Financial Secretary shall deduct from the death benefit the amount of the indebtedness necessary to bring the member back in good standing prior to paying the death benefit to the beneficiary or beneficiaries.

Sec. 6. Matters pertaining to the Local Death Benefit Fund shall be voted on only by those members who are contributing into the Death Benefit Fund.

Sec. 7. Under no circumstances shall any money be transferred from the General Fund to the Death Benefit Fund without prior approval of the International President.

Sec. 8. Any "A" member, who has participated in the Death Benefit Plan of Local 357, for five (5) years, and who retires under the pension plan or places his card into and remains an "A" member in good standing in another Local of the IBEW, may at their request remain a member of Local Union 357's Death Benefit, providing he continues to remit \$1.25 per death, or if retired, pays \$10.00 per year into the Fund. However, inasmuch as this Death Benefit Fund was created for members of Local Union 357 and not as an insurance business, members taking a Withdrawal Card shall not be entitled to any benefits of this Death Benefit Fund as long as they are classed as such.

Sec. 9. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

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

**ARTICLE XIII**  
**Admission of Members**

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

Sec. 2. Apprentices may be accepted into membership at any time; 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.

(d) Each applicant shall be required to satisfactorily pass an examination covering the classification of membership.

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.

## **ARTICLE XIV**

### **Units**

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

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in May and elected in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 9. All Units and Unit officers shall be under the supervision of the Local Union and its Executive Board. The suspension or removal of any Unit officer for failing to perform his/her duties, and the filling of any vacancies, shall be handled by the Local Union Executive Board.

Sec. 10. The eligibility of any member to attend meetings or hold office in the Local Union shall not be affected in any way by participation in the affairs of a Unit.

Attendance at unit meetings shall be considered attendance at Local Union meetings.

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 357.

357.1 – Construction

357.2 – Maintenance

357.3 – Electric Sign

357.4 -- Sound and Communications

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

## **ARTICLE XV**

### **General Laws**

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members (except officers 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-Treasurer.

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

Sec. 12. Members shall show their working cards or dues receipts in exchange for the showing of dues receipt by the approaching 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. (a) Members of this Local union shall be selected on a rotating basis for picket duty and shall serve on their designated date.



(b) The selections shall be made by the Business Manager or his representative. Whenever possible, at least twenty-four (24) hours' notice shall be given prior to the designated date.

(c) A member shall not refuse to serve his/her turn for picket duty when called without a reasonable excuse. However if a member is unable to serve, he may in lieu of picket duty pay to the Local Union up to eight (8) hours' wages.

Sec. 15. Members shall display their check stub showing their rate, and total weekly wages to an authorized representative of the Business Manager.

Sec. 16. No member or members shall use the name of the Local Union in any way to promote private enterprises of their own, such as picnics, balls, parties, stags, smokers, etc.

**ARTICLE XVI**  
**Local Union 357, IBEW, Building Corporation**

Sec. 1. Members in good standing in Local Union 357 shall also be members in good standing in Local Union 357, IBEW, Building Corporation.

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

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

Sec. 4. It shall be the duty of the President of Local Union 357, IBEW, Building Corporation 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 357, IBEW, Building Corporation.

Sec. 5. The Local Union officers, including all members of the Local Union Executive Board, shall constitute the Board of Directors of the Local Union 357, IBEW Building Corporation. Upon expiration of their term as Local Union officers, or upon their resignation or removal, their duly elected or appointed successors shall become directors of Local Union 357, IBEW Building Corporation.

**ARTICLE XVII**  
**Amendments**

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

Sec. 2. (a) These bylaws may be amended or changed 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.

**RECORD OF AMENDMENTS**

District: Ninth

Location: Las Vegas, Nevada

Bylaws Retyped in Entirety: September 18, 2006

\*\*\*\*\*

DATE           ARTICLES AND SECTIONS AMENDED

\*\*\*\*\*

- 9/18/06        Bylaws in its' entirety revised according to pattern bylaws.
- 8/5/09         Art. X, Sec. 7 amended.
- 12/10/10      Art. X, Sec. 3(a) and 5(b) amended.
- 9/20/17       Art. III, Sec. 6 amended.
- 9/29/17       Art. X, Sec.'s 7(a) & 7(b) amended.
- 12/6/17       Art. VII, Sec. 1(a) amended.
- 10/28/19      Art. III, Sec. 5 and Art. VI, Sec. 4 amended.

**BYLAWS**

**OF**

**LOCAL UNION 396**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LAS VEGAS, NEVADA**

**Approved: August 30, 2017**

## **ORDER OF BUSINESS**

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

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

**ARTICLE I**  
**Name - Jurisdiction - Objects**

Sec. 1. This Organization shall be known as **Local Union 396** of the International Brotherhood of Electrical Workers, **Las Vegas, Nevada**. Local 396 shall have jurisdiction over Outside, Utility, Telephone and Line Clearance Tree Trimming work as defined in Article XXVI, Sections 4 and 6(b) of the IBEW Constitution when performed as follows:

(a) **Utility** work when performed by employees of:

NVEnergy  
Apex Generating Station  
Valley Electric Association, Inc.  
Elm Locating & Utility Services

(b) **Telephone** work when performed by employees of:

CenturyLink Company, Nevada

(c) **Line Clearance Tree Trimming** work when performed by employees of Asplundh Tree Expert Co. in the NVEnergy service area in the State of Nevada.

(d) **Outside** work when performed in the following counties or portion thereof:

Clark	Entire County
Lincoln	Entire County
Nye	that portion south of the Mt. Diablo base line.

(e) Credit Union work when performed by employees of Plus Credit Union

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

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

Sec. 3. Local Union 396 shall cover the "A" and "BA" types of membership.

## **ARTICLE II**

### **Meetings**

Sec. 1. Regular meetings shall be held once a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

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



**ARTICLE III**  
**Officers - Elections - Duties**

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

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

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

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

(b) The offices of Business Manager and Financial Secretary shall be combined and shall be retained on a full-time basis.

Sec. 5. The Executive Board shall consist of the President, Recording Secretary and 5 elective members as follows:

- 1 – Outside Construction
- 1 – CenturyLink
- 1 – NVEnergy
- 2 – Members at Large

Sec. 6. The Examining Board shall consist of 3 elected members.

Sec. 7. (a) Nominations for officers shall be held in **May 2020** and election of officers shall be held in **June 2020 and every three (3) years thereafter**, as stated in 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 396 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if he/she entered an apprenticeship program for the purpose of upgrading his/her classification.

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

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

(c) At the meeting of the Local Union 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.

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

with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

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

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

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

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

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

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

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

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

(m) The Election Board shall count the ballots or have an outside impartial balloting

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

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

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

(p) In the event a candidate does not receive a majority of the votes cast for a specific office, then a run-off election will be held between the two (2) candidates receiving the highest number of votes. This does not include the election for the Local Union Executive Board (and/or Examining Board), which shall be decided for the candidates receiving the most votes.

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

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

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

Sec. 2. It shall be the duty of the Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The 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 of the Local Union will serve as Chairman of the Executive Board and the Recording Secretary shall be its Secretary.

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union.

**ARTICLE V**  
**Examining Board**

Sec. 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications of members as provided in Article XIX of the IBEW Constitution. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Sec. 2. The Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

Sec. 3. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.

**ARTICLE VI**  
**Business Manager**

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

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

Sec. 3. Where the Local Union requires assistants and/or representatives, the Business Manager has sole authority for their appointment. They work under the direction of the Business Manager and are subject to the authority of the Business Manager. They may be removed by the Business Manager at any time. The clerical employees of the Local Union are under the direction of the Business Manager and are subject to his/her authority.

**ARTICLE VII**  
**Salaries**

Sec. 1. Salaries shall be:

President	\$25.00per month*
Vice President	25.00 per required meeting attended
Recording Secretary	25.00 per required meeting attended.
Treasurer	25.00 per month*.
Executive Board	25.00 per required meeting attended.
Examining Board	25.00 per required meeting attended.
Business Manager/ Financial Secretary	a weekly salary equal to 40 times 150% of the straight time hourly rate for Relief Control Operator as provided in the NVEnergy Agreement.
Assistant Business Manager	a weekly salary equal to 40 times 130% of the straight time hourly rate for Relief Control Operator as provided in the NVEnergy Agreement.
Business Representative	a weekly salary equal to 40 times 110% of the straight time hourly rate for Relief Control Operator as provided in the NVEnergy Agreement.
Membership Development Representative	a weekly salary equal to 40 times the straight time hourly rate for Relief Control Operators as provided in the NVEnergy Agreement.

\* Additional \$25.00 per required meeting attended.

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. Officers, representatives, stewards, committees, or delegates may be reimbursed for use of personal automobiles on official union business in an amount as determined by the Executive Board.

Sec. 5. Members serving on committees and as delegates shall be compensated for serving on Local Union business during regular working hours, at their established rate of pay. Legitimate expenses shall be submitted to the Executive Board for their recommendation.

Sec. 6. Full-time employees shall be provided benefits equivalent to those provided in the NVEnergy Agreement except pension. Full-time employees shall be provided pension in accordance with the 9th District Pension Program. Local Union's contribution not to exceed eight percent (8%) of gross salary.

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

**ARTICLE IX**  
**Stewards**

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

**ARTICLE X**  
**Assessments - Admission Fees - Dues**

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

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

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

Sec. 3. The admission fees shall be:

(a) **"A" or "BA" Membership**

Utility, Telephone, Line Clearance, Tree Trimming, Credit Union

All classifications	The admission fee shall be in an amount equivalent to the monthly dues for the "BA" type of membership. One-half of this amount shall be forwarded to the International Office.
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(b) **"A" Membership**

Cable Splicer	\$100.00
Journeyman Linemen	100.00
Journeyman Technician	100.00
Linemen	100.00
Equipment Operator	50.00
Apprentice Linemen	50.00
Groundman	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) When a member changes trade classifications within the Local Union where a difference in admittance fee exists, the member shall pay such difference when accepted in the new classification.

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

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

(a) **"A" and "BA" Members**

All Full-Time Classifications	an amount equal to 1.75 hours of straight-time pay.
All Company Designated Part-Time Classifications	an amount equal to one (1) hour of straight-time pay.
All Outside Construction- Those employed 40 hours or more	an amount equal to three (3) hours of straight-time pay.
All Outside Construction- Those employed less than 40 hours	An amount equal to two (2) hours of straight-time pay.

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

(c) Unemployed members and members working outside the jurisdiction of Local 396 shall pay basic dues (\$2.00) 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 396.

(e) Basic dues and International payments are payable monthly in advance.

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

(g) All members working on Outside Construction work as employees of Contractors 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) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to see that Local Union moneys turned over to the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending June 30.

Sec. 4. There is hereby established the following fund:

General Fund  
Petty Cash Fund

Sec. 5. There is hereby established in Local Union 396 a Petty Cash Fund for the use of the Business Manager-Financial Secretary's office in the amount of \$200.00.

**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. Each applicant shall be required to satisfactorily pass an examination covering the classification of membership.



## **ARTICLE XIII**

### **Units**

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

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in May and elected in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

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

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

Sec. 5. (a) 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.

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

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

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

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

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

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

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

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

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

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

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

Sec. 10. The eligibility of any member to attend meetings or hold office in the Local Union shall not be affected in any way by participation in the affairs of a Unit.

Attendance at Unit meetings shall be considered attendance at Local Union meetings.

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 396:

- 396.1 NVEnergy
- 396.2 CenturyLink of Nevada
- 396.3 Outside Construction
- 396.4 Elm Locating & Utility Services
- 396.5 Valley Electric Association, Inc.
- 396.6 Apex Generating Station
- 396.7 Plus Credit Union
- 396.8 Asplundh Tree Expert Co

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

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

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

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

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

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

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

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

Sec. 10. Members shall show their working cards or receipts in exchange for the showing of receipt by the approaching member.

Sec. 11. 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. 12. The Local Union may spend a sum, for a suitable tribute upon 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. 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. 14. 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. 15. (a) Members of Local Union 396 in the Local Union jurisdiction shall be selected on a rotating basis for picket duty and shall serve on their designated dates.

(b) Selection shall be made by the Business Manager or his representative. Whenever possible, at least twenty-four (24) hours notice shall be given prior to the designated dates.

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

Sec. 16. Members shall display their check stubs showing their rate, and total weekly wages to an authorized representative of the Business Manager.

Sec. 17. No member or members shall use the name of the Local Union in any way to promote private enterprises of their own, such as picnics, balls, parties, stags, smokers, etc.

**ARTICLE XV**  
**Amendments**

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

Sec. 2. (a) These bylaws may be amended or changed by any such proposal being submitted in writing and read at two (2) regular meetings of the Local Union, and decided at the second meeting by a majority vote of the members present and voting.

(b) However, assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the Local Union meeting at which the membership is to vote on the question.

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

**LOCAL UNION 396  
RECORD OF AMENDMENTS**

District: Ninth  
Bylaws Retyped in Entirety: December 8, 2007

Location: Las Vegas, Nevada

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DATE           ARTICLES AND SECTIONS AMENDED

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12/08/07	Updated to pattern.
12/12/07	Corrections to Art III, Sec. 5, Deletion of Art. V, Sec. 4, Deletion of Art. IX, Sec 3(e), Renumber Art. XIII.
8/30/17	Art. I, Sec.'s 1(a), (b), (c) & (e); Art. III, Sec. 5; Art. VII, Sec.'s 1 & 6 and Art. XIII, Sec. 11 amended.

**BYLAWS**

**OF**

**LOCAL UNION 401**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**RENO, NEVADA**

**APPROVED: December 26, 2018**



## **ORDER OF BUSINESS**

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

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

**ARTICLE I**  
**Name - Jurisdiction - Objects**

Sec. 1. This Organization shall be known as **Local Union 401** of the **International Brotherhood of Electrical Workers, Reno, Nevada**. Local 401 shall have jurisdiction over all **Inside, Sound and Communication**, and **Radio-Television Service** work as defined in Article XXVI, Sections 5, and 6(a) of the IBEW Constitution when performed as follows:

(a) **Inside, Sound and Communications, and Radio-Television Service** work when performed in the following Counties:

**State of California**

Those portions of Alpine, El Dorado, Nevada, Placer, and Sierra Counties lying east of the Main Watershed Divide.

**State of Nevada**

That portion of Nye County north of the Mount Diablo Base Line and the following Counties:

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

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 401 shall cover the "A" and "BA" types of membership.

**ARTICLE II**  
**Meetings**

Sec. 1. Regular meetings shall be held once a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

Sec. 2. Special meetings may be called only by the Business Manager or the Executive Board. 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.

(c) All voting shall be by mail ballot.

(d) 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.

(e) The Executive Board shall decide the last day on which ballots shall be received, and the date, time, and place when the ballots will be counted and this information shall be enclosed with the ballot sent to the members.

(f) 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.

(g) 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.

(h) The Election Board 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.) This Board shall advise the Local Union of the location of such depository in sufficient time to prepare the preaddressed envelopes.

(i) The Election Board 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.

(j) The Election Board shall count the ballots and certify the results in writing to the Executive Board immediately after the ballots have been counted.

(k) All election records including ballots shall be preserved for one (1) year from the date of election, after which same shall be destroyed unless a question has arisen in connection therewith.

(l) Any candidate for office may be present or have an IBEW member as an observer present at the counting of the ballots.

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

(n) In the event the 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 candidates for the Local Union Executive Board or Examining Board which shall be decided for the candidate receiving the most votes.

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

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

(c) A Business Manager shall be retained on a full-time basis.

Sec. 6. The Executive Board of the Local Union shall consist of the President, Recording Secretary, and five elective members.

Sec. 7. The Examining Board shall consist of five elective members.

Sec. 8. (a) Nominations for officers shall be held in **May 2019**, and election of officers shall

be held in **June 2019 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required.

(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) No member shall be eligible for office unless he/she has been a member of Local Union 401 in continuous good standing for at least two (2) years immediately prior to nomination.

(e) No apprentice shall be eligible to hold office in the Local Union.

**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 Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The 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. (a) The President shall be Chairman, and the Recording Secretary shall be Secretary of the Board.

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

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

Sec. 6. The Treasurer shall attend regular Executive Board meetings for the purpose of drawing checks and expediting the financial business of the Local Union when requested by the Executive Board. He shall, however, have no voice or vote.

**ARTICLE V**  
**Examining Board**

Sec. 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications of members as provided in Article XIX of the IBEW Constitution. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Sec. 2. The Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

Sec. 3. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.



**ARTICLE VI**  
**Business Manager**

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

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

Sec. 3. The Business Manager shall appoint any and all of his representatives or assistants, and they shall work under him and be subject to his authority, in accord with Article XVII of the IBEW Constitution.

Sec. 4. The Business Manager may employ or discharge such clerical employees as may be authorized in the administration of the Local Union's affairs; however, no relative of a member of the Local Union or relative of any employer of members of the Local Union may be employed. These shall work under him and be subject to his authority in accord with Article XVII of the IBEW Constitution.

Sec. 5. The Business Manager shall be held responsible to the Local Union and to the International President for results in organizing his territory for establishing friendly relations with the employers and for protecting the jurisdiction of the IBEW.

Sec. 6. 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. 7. The Local Union shall secure and maintain Nevada Industrial Insurance and Health and Welfare Insurance to cover the Business Manager and all assistants of his office.

**ARTICLE VII**  
**Salaries**

Sec. 1. Salaries shall be as follows:

Recording Secretary	6 hours per month <sup>1/</sup>
Treasurer	6 hours per month <sup>1/</sup>
President	8 hours per month <sup>1/</sup>
Examining Board	Paid Hourly (Journeyman Rate) for test. Maximum two (2) board members per testing date. (meetings excluded)
Business Manager- Financial Secretary	The Recognized General Foreman's scale for 48 hours at the straight time rate, plus normal expenses which are passed upon by the Local Union. Assistant Business Manager... The recognized Foreman's scale for 44 hours at the straight time rate, plus normal expenses which are passed upon by the Executive Board of the Local Union.

<sup>1/</sup> At Journeyman Wireman rate of pay.

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 in behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. (a) Vacations - Full time employees in the continuous service of the Local Union for one year or more shall be allowed two weeks' vacation with pay each year. Vacation must be used in the year in which it is earned.

In the event any full-time employee does not take their vacation at the time provided for below, he/she will forfeit said vacation time and will be paid in lieu thereof.

(b) The eligibility date for said vacation shall be the hiring date of said employees. Vacation pay shall be paid in advance of said employee's vacation upon employee's request. Vacations shall be taken at a time mutually agreeable between the Business Manager and the employee. When an employee in the employ of the Local Union severs employment with the Local Union, he shall receive earned vacation pay pro-rated at 4 percent of his regular pay for time worked since his last vacation eligibility.

Sec. 5. (a) Delegates to Progress Meetings, State or National Conventions, including IBEW International Conventions, shall be allowed the following: transportation, lodging, three

meals per day at a convenient restaurant, their regular rate of pay for eight hours per day, any legitimate business expenses, and transportation between points of lodging and meetings.

(b) Any payment or reimbursement to delegates from Progress Meetings, State or National Conventions, shall be returned to the Local Union.

Sec. 6. (a) The Local Union may own or lease an automobile or automobiles for the use of the Business Manager's office to carry on the business of the Local Union. The total upkeep, maintenance and care of the automobile or automobiles shall be chargeable to the Local Union. All gas, tires, oil, etc., shall be purchased in the name of the Local Union and paid monthly by the Local Union.

(b) The Local Union shall carry automobile insurance on the automobiles of the Business Manager or Assistant Business Manager as decided by the Local Union Executive Board. Inasmuch as the Business Manager and/or Assistant may be called at any time, it is the desire of the membership that the Business Manager and Assistant be granted the full time use of the automobiles for Union business.

**ARTICLE VIII**  
**Committees and Delegates**

Sec. 1. Committees and delegates shall be appointed in accordance with Article XVII of the IBEW Constitution.

Sec. 2. The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure as set forth in these bylaws and Article II, Section 10 of the IBEW Constitution.

Sec. 3. The Business Manager shall, by virtue of the office, serve as a delegate to the International Convention.

Sec. 4. It shall be the duty of all committees and delegates when called upon, to make a report at the next regular Local Union meeting following their assignment; and if deemed necessary, a report shall be made to the Business Manager or the Local Union Executive Board.

Sec. 5. The duties of the Health and Welfare Trustees shall be to meet at least once a month and fulfill and enforce the terms of the Trust agreement.

Sec. 6. The duties of the Negotiation and Labor Management Committee shall be to negotiate all Local Union agreements and attend all labor management meetings. The Business Manager shall be appointed a member of the committee.

Sec. 7. Delegates or Committees appointed by the Chair or elected by the Local Union shall be reimbursed for any time lost from work, plus expenses while representing the Local Union. Such reimbursement shall be approved by the Executive Board and majority vote of the Local Union.

Sec. 8. The Business Manager shall be appointed as a Trustee of the Health, Welfare and Pension Trust.

**ARTICLE IX**  
**Stewards**

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

**ARTICLE X**  
**Assessments - Admission Fees - Dues**

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

Members of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided in these bylaws.

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

Sec. 2. No money shall be collected from anyone working within the jurisdiction of this Local Union other than 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	Journeyman	Apprentice	Other
Cable Splicer	\$100.00	\$ 35.00	\$ ---.00
Communications:			
Cable Splicer	100.00	35.00	---.00
Lineman	100.00	35.00	---.00
Technician	100.00	35.00	---.00
Electronic Technician	100.00	---.00	---.00
Equipment Operator	100.00	---.00	---.00
Groundman	---.00	---.00	35.00
Instrumentation			
Technician	100.00	---.00	---.00
Lineman	100.00	35.00	---.00
Material Expediter	---.00	---.00	35.00
Motor Shopman	25.00	15.00	15.00
Neon Sign Man	100.00	35.00	---.00
Neon Tube Bender	100.00	35.00	---.00
Sign Hanger	100.00	35.00	---.00
Wireman	100.00	35.00	---.00
Construction Wireman/ Construction Electrician			50.00
Residential Wireman	---.00	---.00	25.00
Residential Trainee	---.00	---.00	10.00
 <b>"A" or "BA" Membership</b>			
Maintenance Man	\$ 25.00	\$ 25.00	\$ ---.00

Radio-TV Serviceman	15.00	15.00	15.00
Sound Technician	25.00	25.00	--.00
Communications and Systems:			
All classifications	30.00	30.00	30.00

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

(c) Approval of these admission fees is given by the International President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by 50 percent 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) Apprentices shall pay their Journeyman initiation fee at the rate of 25 percent per year. Also, upon becoming a Journeyman, an Apprentice shall pay any remaining difference in admission fee between Journeyman and Apprentices prevailing at the time he became an apprentice.

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

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

Sec. 6. In the event the Local Union shall collect any money in accordance with the terms of a collective bargaining agreement for the support of the collective bargaining agency, 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.

Sec. 7. No member is entitled to notice of the monthly or quarterly dues of his Local Union not or arrearages, but must take notice when payments are due, in compliance with Article XIX of the IBEW Constitution.

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

<b>(a) "A" Members</b>	<b>Basic Dues</b>	<b>Working Dues</b>
All classifications (except (b) below)	\$3.50	plus 2.5% of gross wages

Self-employed members shall pay working dues for their classification on the basis of 125 straight-time hours per month.

<b>(b) "A" and "BA" Members</b>	<b>Basic Dues</b>	<b>Working Dues <sup>1/</sup></b>
Radio-TV Serviceman	\$ 10.00	None
Maintenance Man	3.50	plus 2% of gross
Sound Technician	3.50	plus 2% of gross
Clerical Worker	10.00	None
Communication & Systems: All classifications	3.50	plus 2% of gross
Construction Wireman/ Construction Electrician	3.50	plus 3% of gross

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

(d) Unemployed members and members working outside the jurisdiction of Local 401 shall pay basic dues only.

(e) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local 401.

(f) Basic dues and International payments are payable monthly in advance.

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

(h) All members working on Building and Construction Trades jobs and Outside Construction work as employees of Contractors 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) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to see that Local Union moneys turned over to the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending **June 30**.

Sec. 4. There are hereby authorized the following funds:

**General Fund**  
**Death Benefit Fund**  
**Building Fund**

Sec. 5. (a) Each month an amount equal to \$1.25 of each member's monthly dues received during the previous month shall be transferred from the General Fund to the Building Fund.

(b) No other money than that provided for in (a) above shall be transferred to the Building Fund without the prior approval of the International President. This Fund shall be subject to audit at the same time and in the same manner as the other funds of the Local Union.

**ARTICLE XII**  
**Death Benefit Fund**

Sec. 1. There shall be a Death Benefit Fund established in Local Union 401 for the purpose of paying death benefits to member's beneficiaries, as hereby provided. All members in Local 401 shall participate in this fund except as later specified.

Sec. 2. The fund shall be financed by an initial payment of \$10.00 at the time of joining. Thereafter, \$3.75 per member upon death of any member.

Sec. 3. Payments will be made from the death benefit fund starting the first of the month following the date of the original assessment to establish this fund.

Sec. 4. All members of Local 401 shall complete a form designating their first and second beneficiaries.

Sec. 5. The Treasurer and President of Local 401 shall be authorized to issue a check in an amount equal to the number of remaining participating members times \$3.75 immediately upon proof of death of any member in good standing (90 days or less in arrears) as verified by the Financial Secretary. Such disbursement shall be made from the Death Benefit Fund Account.

Sec. 6. Should a member die who is financially indebted to the Local Union, the Treasurer shall then deduct from the Death Benefit Fund the amount owed to the Local before paying the death benefit to the beneficiary or beneficiaries.

Sec. 7. Should a member die without naming a beneficiary, then the benefit shall be paid to his wife, husband, or nearest blood relative kin. If there is none, it shall revert back to the Death Benefit Fund.

Sec. 8. Should a member die without a relative to take care of his funeral, the Local Union shall take care of the funeral from the Death Benefit Fund up to, but not to exceed an amount equal to the number of remaining participating members times \$3.75. If there be any balance, it shall revert to the Death Benefit Fund.

Sec. 9. Any member of Local 401 (or one) issued a "Traveler", Participating Withdrawal" or is admitted to the IBEW pension roll may continue to participate in the Death Benefit Plan on a voluntary basis, provided that such member pays death benefit assessments within thirty (30) days after notice of such assessment. It shall be the responsibility of the member to maintain his good standing in the death benefit plan, and he/she shall see that his current correct address is on file with the Financial Secretary; and any member on withdrawal, traveler, or pension who fails to pay the death benefit assessments within the said thirty days shall forfeit all rights to participate in the death benefit plan and forfeit all rights to reinstatement in the death benefit plan; nor shall such member be permitted to pay any further assessment until he returns to the Local Union as an active member.

Sec. 10. All assessments imposed for the payments of death benefits, as provided for in this article, shall be charged against all individual members as a regular assessment and must be paid along with the regular dues. Further, they must be paid within the time required to protect the member's standing and benefits, in accordance with Constitutional requirements. Article XXIII of the IBEW Constitution shall apply in all cases to reinstate members before said members are eligible to re-participate in the benefits of this article.

Sec. 11. Members in good standing shall mean those whose dues are less than three months in arrears.

Sec. 12. No other moneys than those herein provided shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 13. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 14. This Fund is not maintained under a written trust.

**ARTICLE XIII**  
**Electcrafts, Incorporated**

Sec. 1. The officers, Executive Board members, and four (4) members elected at large from the Local Union shall serve as the Board of Directors of the Electcrafts, 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 the Electcrafts, Incorporated.

Sec. 2. Before any property, real or otherwise, is to be purchased or disposed of in the name of Electcrafts, Incorporated, 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. 3. Before instructions are given to the Board of Directors of Electcrafts, Incorporated to purchase or dispose of any property real or otherwise, Section 2 of this article must be complied with.

Sec. 4. It shall be the duty of the Board of Directors to see that a complete financial statement of Electcrafts, Incorporated is prepared for presentation to the first regular meeting of the Local Union following the annual meeting of Electcrafts, Incorporated.

**ARTICLE XIV**  
**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 shall be admitted into the Union under these classifications after thirty (30) days of employment and shall work on residential wiring only.

(b) A Residential Wireman may request to take the prescribed course of study to be eligible to become a Journeyman Wireman. Upon satisfactory completion of the prescribed course of study and the payment of the difference in admission fees prevailing at the time he/she became a Residential Wireman, the member shall have his/her classification changed to Journeyman Wireman without further examination by the Local Union.

(c) Residential Trainees shall be so classified and shall be registered and under the instruction and supervision of the Training Committee as provided for in an agreement with the employer.

(d) The Residential Wireman and the Residential Trainee shall be made aware of and agree to these provisions prior to admission into the Union.

Sec. 5. Each applicant shall be required to satisfactorily pass an examination covering the classification of membership.

Sec. 6. Applicants requesting Journeyman Wireman, Lineman, or Maintenance classifications shall show proof of at least 8000 hours experience at that branch of the trade.

Sec. 7. Apprentices shall be entitled to vote on all Local Union matters upon becoming members of IBEW Local Union 401.

**ARTICLE XV**  
**Units**

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

Sec. 2. Unit officers shall be nominated and elected at the regular meeting of each Unit in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

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

Sec. 4. A member must have at least six (6) months' continuous standing in 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 as soon as possible after each such meeting.

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

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

Sec. 10. The eligibility of any member to attend meetings or hold office in the Local Union shall not be affected in any way by participation in the affairs of a Unit.

Attendance at Unit meetings shall be considered attendance at Local Union meetings.

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union

- 401.1 Inside - Outside
- 401.2 Neon Sign
- 401.3 Maintenance
- 401.4 Radio-TV-Sound and Service



**ARTICLE XVI**  
**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 request to the Local Union.

Sec. 10. No member shall solicit employment at any shop or job shift from one employer to another without notifying the Business Manager and securing his consent.

Sec. 11. Any member directly or indirectly engaged in the electrical business as an owner shall not be permitted to hold office or attend meetings of the Local Union.

Sec. 12. It shall be the duty and responsibility of each member of the IBEW to report to the Business Manager or Shop Stewards any violation of the Local Union laws, rules or agreement, that may come to his attention. Members notifying the Business Manager or Shop Steward of any of these violations shall be assured full protection by the Local Union.

Sec. 13. No officer, officers, committee, or board, elected or appointed, shall contract any debt in the name of the Local Union without first obtaining consent of the Executive Board to do so. However, this section is not to restrict the Business Manager from ordering necessary supplies for the proper operation of the offices at the Local Union.

Sec. 14. Each member shall report to the Local Union office after being terminated. Each member shall take his tools off the jobs or out of the shop and register with the Local Union office. No member shall change from one employer to another, except through the Referral Procedure.

Sec. 15. No member shall donate his time, labor, or work free of charge while performing electrical work for any person or persons, firm or corporation, without written permission of the Business Manager.

Sec. 16. Members shall show their working cards or receipts upon request of the Business Manager or Stewards.

Sec. 17. If there is anything on any job to show such job is unfair, members must report this as soon as possible to the Business Manager or Shop Steward.

Sec. 18. All proposed resolutions of a controversial nature shall be referred to the Local Union Executive Board for study and recommendation before being submitted to the membership for ratification.

Sec. 19. 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. 20. Grievances - Any member not receiving his total pay, subsistence, travel time, or who has any grievance against the employer, his representation, or fellow employees, shall

notify the Business Manager at once and in no case shall be notification be delayed beyond 72 hours. Failure to notify the Business Manager within 72 hours will be cause for him to disregard the complaint.

Sec. 21. Members of this Local Union shall be selected on an alphabetical basis, according to zip code, for picket duty and associated organizing activities. They shall serve on their designated date and be required to serve no more than eight (8) hours until the roster has been completely exhausted.

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

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

(c) A member shall not refuse to serve his/her turn for picket duty when called without a reasonable excuse. However if a member is unable to serve, he may in lieu of picket duty pay to the Local Union up to eight (8) hours' wages.

(d) Picketing duty is a useful tool for a local union to organize; however, it must be fairly and equitably applied in a non-discriminatory manner. Members alleged to have violated this section must be afforded the same rights before a local union Trial Board as any other alleged violation of the local union bylaws.

**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) However, assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the Local Union meeting at which the membership is to vote on the question.

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

**LOCAL UNION 401  
RECORD OF AMENDMENTS**

District: Ninth

Location: Reno, Nevada

Bylaws Retyped in Entirety: June 18, 1991

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**DATE                    ARTICLES AND SECTIONS AMENDED**

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- 7/15/91            Art. X, Section 8(a) revised.
- 8/9/93            Updated Constitutional Articles.
- 1/7/97            Art. VII, Sec. 5 and Art X, Sec. 8(b) revised.
- 3/2/99            Art. X, Sec. 8(a); Article XI, Sec. 4 amended.
- 12/27/99        Art. X, Sec. 8(b) amended.
- 8/11/04        Art. VIII, new Sec. 3 added and remaining Sections renumbered.
- 1/31/05        Re-numbered the Constitutional Articles. Denied change.
- 3/02/06        Article I, Section 1 amended.
- 3/11/08        Art. XVI, Sec. 21 amended. Updated Constitutional Articles
- 1/23/09        Art. XVI, Sec. 21 (d) added
- 3/10/10        Art. X, Sec. 8(a) amended.
- 12/10/10       Art. X, Sec. 3(a), 5(b), and 8(b) amended.
- 5/24/13        Art. I, Sec. 1(a) corrected.
- 8/30/17        Art. VII, Sec. 1 amended.
- 12/26/18       Art. X, Sec. 8(a) amended.