

BYLAWS

OF

LOCAL UNION 465

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

SAN DIEGO, CALIFORNIA

APPROVED: January 5, 2022

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 465** of the International Brotherhood of Electrical Workers, **San Diego, California**. Local 465 shall have jurisdiction over **Utility and Tree Trimming work** as defined in Article XXVI, Section 4 of the IBEW Constitution when performed as follows:

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

San Diego Gas and Electric Company
NRG Energy, Inc.
San Diego Transit Corporation
San Diego Trolley, Inc.
Imperial Irrigation District

(b) **Line clearance Tree Trimming work** when performed on the property of the San Diego Gas and Electric Company by employees of:

Utility Tree Service, Inc.
Davey Tree Surgery Company

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 Union shall be: to organize all workers coming within the jurisdiction of this Local Union; to secure improved wages, hours, and working conditions and other economic advances through organizations, negotiations and collective bargaining; to encourage a high standard of skill among its members, thus providing the trade with competent workmen; to protect the jurisdiction of the trade; to engage in cultural, civic, legislative, political, fraternal, educational, charitable, welfare, social and other activities which further the interest of this organization and its membership, directly or indirectly; to advance and elevate the moral, intellectual, social and financial condition of all its members.

Sec. 3. Local Union 465 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) The election shall be decided for the candidate receiving the most votes for a specific office.

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) No member shall be eligible to be nominated to the office of Financial Secretary unless he is also a member of the EWBA. This rule may be waived by the International President for good cause.

Sec. 6. (a) The Executive Board shall consist of the President and ten (10) elective members as follows:

- 6 - Unit 465.1 San Diego Gas and Electric;
 - 1 - Gas Department
 - 1 - Electric Department
 - 1 - Open seat (SDG & E Unit member eligible to run)
 - 1 - Meter Reading, Facility Management, Customer Service Field, Support Services Department
 - 1 - Transportation and Shops

- 1 - Northern District
- 1 - Unit 465.2 San Diego Transit
- 1 - Unit 465.3 San Diego Trolley, Inc.
- 1 - Unit 465.4 Tree Trimming
- 1 - Unit 465.5 Imperial Irrigation District

(b) Names for nominees for Unit 465.1 for each section shall be grouped on the ballot under the heading specifying the section the candidate has been nominated to represent. Candidates for the Executive Board shall be nominated and voted on by all members of Unit 465.1.

(c) Units 465.2, 465.3, 465.4, and 465.5 shall nominate and elect the member to represent their unit(s) on the Executive Board. They shall then have their names grouped on the ballot under the heading specifying the section they are to represent.

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 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 465 in continuous good standing for at least two (2) years immediately prior to nomination.

(e) 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.

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. The President shall be Chairman and the Board shall elect its own Secretary from the members of the Board.

Sec. 5. The Board shall meet regularly at such time and place as it may decide. Any change of time or place must be immediately reported to the Local Union.

Sec. 6. A report of the action and findings of the Executive Board shall be reported to each regular meeting of the Local Union for approval in accord with Constitutional requirements.

ARTICLE V

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. (a) The Business Manager and his assistant(s) of this Local Union shall be recognized as representatives of this Union when dealing with employers or prospective employers of members of this Local Union; they shall see that the working rules of the Local Union are not violated by anyone represented by the Union, and shall prefer charges against anyone represented by the Union whom they observe violating same.

(b) The Business Manager shall appoint any and all other representatives or assistants, including stewards. They shall work directly under his supervision and be subject to his authority in accordance with Article XVIII of the IBEW Constitution.

ARTICLE VI Salaries

Sec. 1. (a) Salaries shall be:

President	\$75.00 per month
Vice President	25.00 per month
Recording Secretary	50.00 per month
Treasurer	30.00 per month

(b) The weekly salary of the following officers and representatives shall be equal to 46 times the percentage shown of the journeyman lineman's straight time hourly rate as provided for in the San Diego Gas & Electric Company agreement.

Business Manager-Financial Secretary -	155% x 46 hrs.
Senior Assistant Business Manager –	
<i>As designated by the Business Manager-Financial Secretary</i>	

1st twelve months	125% x 46 hrs.
Thereafter	135% x 46hrs.

For all new staff hired after 1/1/14:

Assistant Business Manager	100% x 44 hours (Journeyman. Lineman)
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Business Representative I	125% x 44 hours (Their current rate at their “home property.” This rate will be adjusted by negotiated increases with their employer.)
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Business Representative II	75% x 44 hrs. (Journeyman Lineman). If hired from the outside of existing CBA's
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All current and future Officers and representatives shall receive their Health and Welfare benefits from their host employers as negotiated. Those Officers and representatives shall be responsible for paying the applicable negotiated premium costs for such benefits. In no event shall the Local Union be responsible for paying any benefit premiums normally paid by the employee.

If the above referenced Officer's home property provides no Health and Welfare benefits or the new Officer is hired from the outside, benefits will be offered and provided as though the employee was on “Leave of Absence” from SDG&E and receive health insurance, vision, and dental from the San Diego County Teamsters Employers Insurance Trust Plan with a split (80% Employer – 20% Employee) cost sharing basis with the Local Union.

(c) The weekly salary of the following Part-time Business Representatives, being

those who work 30 hours or less in a work week, shall receive the below-based compensation.

Part-time Business Representative I - \$35.00/Hour

Part-time Business Representative II - \$30.60/Hour

(d) The salaries of Part-time Business Representative I & II shall be increased by the same percentage as any negotiated increase under the San Diego Gas & Electric Company Agreement. Each change shall become effective following submission to and approval by the International President.

(e) These employees shall not be entitled to any benefits through IBEW Local Union 465; Health & Welfare, Pension or otherwise other than those benefits mandated by the State in which Part-time Business Representative(s) are employed. Part-time Business Representative(s) shall also be offered health insurance, vision, and dental insurance with a split (80% Employer – 20% Employee) cost sharing basis from the San Diego County Teamsters Employers Insurance Trust Plan.

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) Executive Board members and the President shall each receive \$15.00 for each Executive Board meeting attended.

(b) The President and Executive Board members shall receive a mileage allowance as determined by the Executive Board for the mileage traveled from their home to the Union Hall while attending Executive Board meetings.

Sec. 5. Delegates to the San Diego County Labor Council shall receive \$5.00 for each regular meeting of the Council which they attend, providing they attend a majority of Council meetings each month.

Sec. 6. Any member of a committee or board, appointed or elected to serve on any committee or board, shall receive a mileage allowance as determined by the Executive Board for mileage traveled in excess of a 15 mile radius of the Union Hall to a member's home. It is further provided that when a member is required to take time from his regular job to perform his duties as a committeeman or board member, he shall receive compensation at his regular hourly rate for the actual time away from his regularly scheduled shift.

Sec. 7. The Business Manager and Assistant Business Manager(s) shall be granted the same coverage in regards to vacation, sick leave, and paid holidays as may be given to the members of the Local Union under the working agreement that covers the greatest number of members of this Local Union. Upon termination of their services, the Business Manager and

Assistant shall receive payment for a maximum of 40% of their unused accumulated sick leave.

Sec. 8. Recognizing that the Business Manager-Financial Secretary must participate in cultural, civic, legislative, political, educational, charitable and other activities, in addition to his specific duties as provided in the Constitution and bylaws, and that such activities require the Business Manager to incur additional expenses, the Business Manager-Financial Secretary shall be granted an expense allowance of \$50.00 per week.

Sec. 9. The Union shall furnish automobiles for the use of the Business Manager-Financial Secretary, for the Assistant Business Manager(s), and for the Representative(s) to be used in the performance of their duties. They shall keep the automobiles available for night or emergency calls but shall not use them as personal vehicles.

Sec. 10. The Local Union shall provide a Pension Plan for the Business Manager, Assistant Business Manager and/or Representatives. The participants may select the present plan, which is the IBEW Ninth District, or any qualified 401K which meets or exceeds state and federal retirement laws. The Local shall make a 5% contribution based on the participant's salary; 6% contribution effective 1/1/2014 and 7% contribution effective 1/1/2015; based on the participant's salary. The employee may make any contribution to the plan, based on what the plan allows. This contribution shall have no relation to the employer contributions.

ARTICLE VII

Committees and Delegates

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

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

Sec. 3. (a) The President and the Business Manager-Financial Secretary shall, by virtue of their respective offices, serve as delegates to the International Convention.

(b) All other delegates to the International Convention shall be elected as provided for in Section 2 above, except that a secret ballot shall be used at a meeting of the Local to elect the delegates in lieu of the mail ballot as provided for in Article III of these bylaws.

Sec. 4. (a) The President shall appoint a standing committee of no less than three (3) nor more than five (5) members as a Bylaw Committee.

(b) This Committee need only convene when a bylaw change is proposed, to perform the duties outlined in Article XV, Section 4.

Sec. 5. Transportation, wages and lodging, plus a separate daily expense sum shall be supplied to convention and conference delegates when required.

Sec. 6. (a) The Business Manager and President shall, by virtue of their offices, serve as delegates to the following conventions or conferences: Progress Meeting, Utility Conference, Inter-Union Gas Conference, State Federation of Labor, AFL-CIO, State Association of Electrical Workers, Joint Executive Conference of Southern California Electrical Workers, LAMPAC, CAL Coalition, and California Federation of Labor.

(b) Should attendance at any additional meetings, conventions and/or conferences become vital to the Local, the Local's Executive Board shall make a recommendation to the Body at the General Meeting as to which functions should be attended.

(c) Should it be decided that additional delegates may be required, the first consideration shall be the remaining officers, Executive Board members, Assistant Business Manager or Representative.

(d) Per diem and mileage allowance amounts shall be set by the Executive Board, with a recommendation to the Body. Once amounts have been established by the membership, any increase or decrease shall require a recommendation from the Executive Board to the General Body for their approval.

ARTICLE VIII

Stewards

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

ARTICLE IX
Assessments - Admission Fees - Dues

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

Members 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. (a) There is no admission fee for:

"A" or "BA" Membership

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

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. Dues are payable monthly in advance.

Sec. 6. (a) Any member in financial distress may make written application to the Executive Board for a loan to have his dues carried in order to maintain continuous good standing. The Executive Board shall have full authority in such matters.

(b) When directed to do so by the Executive Board, the Financial Secretary shall write a receipt for the member in distress and at the same time he shall draw a voucher to be signed by the President and Recording Secretary showing the amount of such voucher and the name of the member. At the end of each month, a check shall be issued by the Treasurer for all such vouchers, reimbursing the Financial Secretary for the dues receipts issued.

(c) All dues carried by loans as provided in this Article shall be charged to the member's account by the Financial Secretary as indebtedness to the Local Union. The Local Union shall not cancel or otherwise remit the indebtedness of any member for the dues carried in accord with the provisions of this Article.

Sec. 7. (a) The **monthly dues** shall be:

"A" and "BA" Members

1% of straight time monthly salary

(b) Dues for members not covered by the Collective Bargaining Agreements serviced by this Local Union shall be:

All classifications \$19.00

(c) **"A" Members** who have retired from their trade but who do not have the required standing in the IBEW to qualify for an IBEW Pension.

"A" Members \$4.10

(d) **"A" and "BA" Members** who become ill or injured and whose disability may continue for a period of thirty (30) days or more may make application to the Executive Board in person or by written request to have their dues reduced. If the request is granted by the Executive Board and the member is not on the Company's Dues Deduction list, the dues shall be: (10/4/04)

"A" and "BA" Members \$13.11

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

ARTICLE X

Funds

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

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (or the President or the Executive Board, as the Local Union decides, shall employ a public accountant) 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 **December 31**.

Sec. 4. The following funds are hereby established:

General Fund
Death Benefit Fund
Activity Fund
Political Action Fund

Sec. 5. Each month an amount equal to 35¢ of each month's dues received during the previous month shall be transferred from the General Fund to the Death Benefit Fund.

Sec. 6. The Activity Fund shall be for the legitimate expenses of social events to promote the Local. Monies for the Activity Fund shall be raised individually, voluntary donations, raffles, or similar methods.

Sec. 7. Disbursements from the Activity Fund shall require an Executive Board recommendation and approval by a simple majority of the members present at a general meeting.

Sec. 8. The Local's funds may be used to make a contribution to a recognized charity or organization providing the motion is passed by a two-thirds (2/3) majority of the members present at a general meeting, and the provisions of Article XI, Section 1 are complied with. The recommendation of the Executive Board shall also be required.

Sec. 9. All other contributions or donations to an individual or group shall be raised by individual, voluntary donations, raffles, or similar methods.

ARTICLE XI

Death Benefits

Sec. 1. (a) Upon the death of any member in good standing of this Local Union, the following Death Benefit shall be paid:

Age at Time of Death	Benefit
60 or less and active	\$1,000
Over 60 and retired	\$500

Upon approval of the Local Union Executive Board excess funds may be transferred to the General Fund for general expenses or emergencies but should be fully reimbursed within ten (10) years. No transfers shall be made if the Death Benefit Fund has less than \$100,000.

(b) Any member who is sixty (60) years old or older, who has been granted an Honorary, Normal Pension, or Disability Pension Withdrawal for the purpose of full retirement, shall be considered a paid up member in the Local Death Benefit Fund, providing he has been a member in continuous good standing of Local 465 Death Benefit Fund for the ten (10) years immediately prior to his retirement.

Sec. 2. (a) All applicants for membership or reinstatement in the Local Union shall be assessed \$1.00, which will be paid into the Local Death Benefit Fund.

(b) Should the balance in the Death Benefit Fund account fall below \$2,000.00, each member shall be assessed 50¢ monthly until the balance in the Death Benefit Fund exceeds the \$2,000.00 minimum.

(c) Death Benefit Fund assessments shall be payable within thirty (30) days of the date levied. All assessments imposed shall be charged against the member as regular dues and must be paid within the time required to protect the member's standing and benefits. Such assessments must be paid before dues will be accepted.

Sec. 3. Retired members, not qualified for paid up membership in the Local Union's Death Benefit Fund as stated in Section 1 of this Article, may continue participating in the fund by paying 35¢ per month.

Sec. 4. No other monies than those herein authorized shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 5. This fund is not maintained under a written trust.

ARTICLE XII

Political Action Committee

Sec. 1. The Executive Board of IBEW Local Union 465 is authorized to establish a Political Action Committee.

Sec. 2. The name of this committee shall be the IBEW Local Union 465 Political Action Committee.

Sec. 3. The general purpose of this committee is to support and further the goals and policies of Local Union 465. The specific purposes are:

(a) To support candidates and positions on ballot measures endorsed by the International, the Local Union or the Local's affiliate bodies (i.e. San Diego Imperial Counties Labor Council, CASA EW, California State Federation of Labor and the Coalition of Utility Employees).

(b) To further the common good and general welfare by promoting issues of common interest.

(c) To promote the welfare of our active and retired members in general.

(d) To encourage the improvement of benefits, compensation, working conditions and retirement status of our active and retired members in general.

(e) To promote any issue that is beneficial to IBEW Local Union 465 and its members.

Sec. 4. Members of the Local Union may make voluntary contributions to the committee directly, or through payroll deductions, once established. This amount may be changed from time to time by the contributing members. The minimum contribution by a Local Union 465 member shall be established a .001% of the member's hourly wage (example: .001% hourly wage times hours worked in a calendar month) on a monthly basis. The committee may also accept contributions from persons who are not members subject to the approval of the Executive Board.

Sec. 5. The control and direction of this committee shall be vested in the Local Union's Executive Board as well as include all Local Union Officer's (President, Vice President, Treasurer and Recording Secretary). This group shall have control over the funds and affairs of the PAC and shall establish and carry out all policies and activities related to it. This group may delegate a subcommittee of its members or Local Union members all or some of the responsibilities of the PAC. With the establishment of this PAC a report of its activities will become a regular agenda item of the Local Union's Executive Board, and shall also be reported to its members at the monthly General Meeting.

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.

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) 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 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 465:

- 465.1 - San Diego Gas and Electric
- 465.2 - San Diego Transit
- 465.3 - Tree Trimming
- 465.4 - San Diego Trolley, Inc.
- 465.5 - Imperial Irrigation District

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

Sec. 5. The parliamentary rules of this Local Union shall be those stated in Article XV of the IBEW Constitution.

Sec. 6. 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. 7. Words in these bylaws in the masculine gender shall include the feminine.

Sec. 8. Members shall be supplied with copies of the IBEW Constitution, these bylaws, and the working agreement upon request to the Local Union.

Sec. 9. No member of this Local Union shall accept employment outside of his regular job at wages or conditions which conflict with the agreement under which he normally works; or which conflicts with the working rules and wages of other bona fide local unions.

Sec. 10. The Business Office hours of this Local Union shall be posted.

Sec. 11. (a) At least thirty (30) days prior to the required notification of cancellation or amendment date of an agreement, the Negotiations Advisory Board and the Negotiations Committee of the involved Unit, shall meet for the purpose of formulation of the basic bargaining proposals and recommendations. The Negotiations Advisory Boards report shall be presented to the Unit involved for acceptance, rejection or amendment at least fifteen (15) days prior to the required notification date. The report may be presented to the members of the Unit involved at a special called meeting(s) or as a special order of business at a regular general meeting. It shall require a 2/3 vote of the members present and voting to reject or amend the Negotiations Advisory Boards report.

(b) The Gas and Electric Unit Negotiation Advisory Board shall consist of the following members:

The Local Union's President, Vice President, Treasurer, Recording Secretary and the Executive Board members representing Unit 465.1. The members of the Negotiations Committee shall be in attendance but shall not have a vote.

The Units Negotiations Advisory Board shall consist of the following members:

The Unit's Executive Committee and the Unit's representative on the Local Union's Executive Board.

(c) The Local Union's President shall serve as the Gas and Electric Unit's Negotiations Advisory Boards Chairman, and the Local Union's Recording Secretary shall serve as the Gas and Electric Unit's Negotiations Advisory Board's Secretary.

The Unit's Chairman shall serve as the Chairman of the Unit's Negotiations Advisory Board and the Unit's Recorder shall serve as the Unit's Negotiations Advisory Boards Secretary.

Sec. 12. All agreements entered into by the Local Union shall be signed by the Local Union President and Representatives and bear the official seal of the Local Union.

Sec. 13. A floral tribute or its' equivalent, valued in an amount as determined by the Executive Board, shall be sent to the family of a deceased member.

Sec. 14. The expenses and costs of any legal proceedings or action of any nature against the Local Union or its officers, representatives and employees, where such actions arise out of the performance of their duties in accordance with the Constitution, these bylaws and applicable laws, shall be paid by the Local Union. The Local Union shall also indemnify any officer, representative, or employee of the Local Union for any judgment obtained against them if, in the judgment of the membership, it shall be necessary or desirable to protect, preserve or advance the interests of the Local Union in accordance with applicable laws, but in no case shall they be indemnified where there is an adverse final judgment against the officer, representative or employee for embezzlement or misappropriation of funds.

ARTICLE XVI
Property of IBEW Local Union 465

Sec. 1. The Local Union's building and other property, located at 7444 Trade Street, San Diego, CA 92121, shall be owned by and in the name of IBEW Local Union No. 465.

Sec. 2. The Local Union members shall, by majority vote of those present and voting, decide all issues concerning the building and other real property of the Local Union. A majority of the members voting shall constitute a quorum.

Sec. 3. To promote and carry out the aims and interests of the Local Union, no real property of the Local Union shall be sold, leased, encumbered, or disposed of, nor shall any real property be purchased or otherwise acquired, except by a majority of the Local Union members present and voting, following notice to all members, as provided in Section 4.

Sec. 4. All members of the Local Union shall be notified in writing of the nature of a resolution of the announced intention to dispose of or acquire real property at least fifteen (15) days before the date of the meeting. Said resolution shall be read at such regular or specially-called meeting. The members shall then vote on the resolution.

Sec. 5. All decisions concerning the disposition or acquisition of real property by the Local Union must be approved, in advance, by the International President.

ARTICLE XVII

Amendments

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

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

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

Sec. 2 (c) However, dues, admission fees, and/or assessments shall not be increased except by majority vote by secret ballot of the members in good standing voting at the second regular or special membership meetings of the respective Units.

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

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

Sec. 4. All proposed changes shall be submitted to the bylaw committee only on the proposal form available at the Local Union 465 office.

**LOCAL UNION 465
RECORD OF AMENDMENTS**

District: Ninth

Location: San Diego, California

Bylaws Retyped in Entirety: March 8, 1990

DATE ARTICLES AND SECTIONS AMENDED

1/31/91	Article IX, Section 7(a) revised.
4/5/91	Article VI, Section 4 modified. Article VII, Section 6(a) revised.
10/7/92	Article X, Section 4.
10/7/92	Updated constitutional articles.
4/13/93	Art. III, Sec. 6 (a) revised.
7/12/93	Article IX, Sections 7(a), (b), (c) and (e).
9/2/93	Article IX, Sections 7(a), (b), (c) and (d) corrected.
10/5/93	Art. VI, Sec. 9 revised.
5/27/94	Art VI, Sec. 10 revised.
10/19/94	Art. IX, Sec. 7(a) revised.
4/5/95	Article IX, Section 7(a) revised.
4/6/95	Article IX, Section 7(d) revised.
1/24/97	Article IX, Section 7(a,b,c,d,e) amended.
2/11/97	Article IX, Section 7(a,b,c,d,e) corrected.
4/15/97	Article VI, Section 10 revised; Article X, new Section 6 added, other sections re-numbered. 6 added; other sections renumbered.
2/25/02	Art. IX, Secs. 3(a) & 7(a) amended.
3/26/04	Art. XV, Building Corporation added; Subsequent pages and Articles Renumbered.
9/29/04	Art. IX, Sec. 3(a) & (b) amended & 3(d) deleted; Art. IX, Sec. 7(d) amended.
3/7/05	Art. IX, Section 7(a,b,c,d) amended; updated Constitutional Articles.
5/28/08	Art. IX, Sec. 7(a, b, c, & d) amended. Sec. 7 (e) added.
10/14/10	Art. I, Sec. 1(a); Art. III, Sec. 6(a) & (c); Art. IX, Sec. 7(g); and Art. XIII, Sec. 11 amended.
3/28/12	Art. VI, Sec. 9; Art. IX, Sec. 7; Art. X, Sec. 4 amended. Article XII added, subsequent articles re-numbered.
3/22/13	Art. III, Sec. 6a, Art. VI, Sec. 1b, Art. VI, Sec. 10 amended.
10/2/13	Art. VI, Sec. 1(b) amended.
6/7/17	Art. I, Sec.'s 1(a) & 1(b); Art. III, Sec. 7(e); Art. VI, Sec. 1(b); Art. VII, Sec. 5; Art. IX, Sec.'s 7(a), 7(b), 7(c) & 7(d); Art. IX, Sec.'s 7(f) & 7(g) and Art. XVI amended.
1/26/18	Art. VI, Sec. 9 amended.
6/14/18	Art. VI, Sec's 1 (b), 1(c), 1(d) and 1(e) amended.
5/3/21	Art. III, Sec.'s 4(n) and 4(o) deleted. A new Art. III, Sec. 4(n) added; Art. XI, Sec. 1 deleted and replaced with new language.

1/5/22 Art. VI, Sec.'s 1(b) and 1(e) amended.