



Tahoe-Truckee Sanitation Agency
Regular Board Meeting
November 8, 2017

TAHOE-TRUCKEE SANITATION AGENCY

A Public Agency

13720 Butterfield Drive

TRUCKEE, CALIFORNIA 96161

(530) 587-2525 • FAX (530) 587-5840



Directors

O.R. Butterfield

Dale Cox

S. Lane Lewis

Jon Northrop

Dan Wilkins

General Manager

LaRue Griffin

BOARD OF DIRECTORS REGULAR MEETING NOTICE

Date: November 8, 2017

Time: 9:00 AM

Place: Board Room, Tahoe-Truckee Sanitation Agency, 13720 Butterfield Drive,
Truckee, California

AGENDA

Please Note: All or portions of this meeting will be conducted by teleconferencing in accordance with Government Code section 54953(b). The following is the teleconferencing location: 2525 Buenos Aires St., Los Barrilles, Baja Ca Sur. This location is accessible to the public, and members of the public may listen to the meeting and address the Board of Directors from this teleconference location.

Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. In order to better accommodate members of the public, some Agenda items will be heard at the specified time or soon thereafter. Agenda items without specific times may be rearranged to accommodate the Board's schedule.

- I. Call to Order, Pledge of Allegiance and Roll Call
- II. Business
 1. Public Comment - Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of Tahoe-Truckee Sanitation Agency; however, any matter that requires action will be referred to Staff for a report and action at a subsequent Board meeting. Please note there is a five (5) minute limit per person.
 2. Closed Session.
 - i. Closed session conference with legal counsel regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case No. SA-RR-1172-M) under Government Code section 54956.9(d)(1) (IBEW petition for recognition and unfair labor practice charge).
 3. Consideration of IBEW Local 1245 appeal of General Manager's September 27, 2017 decision rejecting petition for recognition.

4. Approval of the minutes of the regularly scheduled Board meeting on October 11, 2017.
5. Approval of General Fund warrants.
6. Receive and file financial statements and status of investments.
7. Approval of CH2M Hill Task Order 29 to provide engineering design and construction assistance for the Building 27 Main Service Upgrade project.
8. Approval of the Annual Employee Appreciation dinner.
9. Discussion of State Route 89/Fanny Bridge Community Revitalization Project-Related TRI Relocation Agreement.
10. Operations, Maintenance, Engineering and IT Reports.
11. General Manager Report.
12. Comments from the Board of Directors - Reports, Announcements and Questions for clarification only.
13. Closed Session.
 - i. Conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25 pursuant to Government Code Section 54956.8.

III. Adjournment.

Posted and Mailed, 11/03/17



LaRue Griffin
Secretary to the Board

Items may not be taken in the order listed.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Roshelle Chavez at 530-587-2525 or 530-587-5840 (fax). Requests must be made as early as possible, and at least one-full business day before the start of the meeting.

Documents and material relating to an open session agenda item that are provided to the T-TSA Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Agency's office located at 13720 Butterfield Drive, Truckee, CA.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 2

Subject: Closed Session.

- i. Closed session conference with legal counsel regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case No. SA-RR-1172-M) under Government Code section 54956.9(d)(1) (IBEW petition for recognition and unfair labor practice charge).

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 3

Subject: Consideration of IBEW Local 1245 appeal of General Manager's September 27, 2017 decision rejecting petition for recognition.

Background: The General Manager rejected the IBEW Local 1245 petition for recognition on September 27, 2017. On October 10, 2017, under Section 8.00 of T-TSA Resolution No. 4-93, IBEW Local 1245 issued an appeal of the General Manager's decision to the T-TSA Board of Directors.

Attached are reference documents for the consideration:

1. Memo RE: Decision of General Manager to reject petition of IBEW for recognition
2. T-TSA Resolution 4-93: Rules & Regulations for the administration of employer-employee relations.
3. IBEW 1245 petition for recognition.
4. General Manager response to petition of recognition.
5. IBEW Local 1245 appeal of General Manager's decision to reject the petition of recognition.
6. Resolution 10-2017: Upholding decision of General Manager to reject petition for recognition by IBEW Local 1245.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: Consider the IBEW Local 1245 appeal of General Manager's decision rejecting petition for recognition and adopt Resolution 10-2017 to uphold the decision of the General Manager to reject the petition of recognition by IBEW Local 1245.



T-TSA Interoffice Memo

Date: November 3, 2017
To: T-TSA Board of Directors
From: LaRue Griffin, General Manager
Cc: Richard Shanahan, Agency Counsel
RE: Decision of General Manager to Reject Petition of IBEW for Recognition

The Rules that govern administration of employer-employee relations are those set forth in Board Resolution No. 4-93. The Rules provide that the following two bargaining units are established:

- Management, Supervisory, Confidential, Clerical and Professional; and
- General Employee Unit (consisting of “all classes of non-supervisory, non-management, non-confidential and non-professional positions of the Agency.”)

Rule 7.03. The Rules expressly define which employees are considered “Confidential,” “Management,” “Professional,” and “Supervisory.” (See Rule Nos. 2.04, 2.13, 2.14, 2.17.) For example, a “Supervisory Employee” is one “having authority, in the interest of the Agency, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them ...” Rule No. 2.17.

Established policy objectives underlying unit determination clarify that appropriate bargaining units are those that: accord with efficient Agency operations; provide effective representation based on “recognized community of interest,” such as “[s]imilarity of duties, responsibilities, wages, education and working conditions”; and recognize the “statutory right of professional employees to be represented separately from nonprofessional employees.” Rule 7.01. Furthermore, Rule 7.02 expressly provides that “management, supervisory and confidential employees may be included only in units that do not include non-managerial, non-supervisory and non-confidential employees ...” This well-reasoned rule recognizes the imperative of separate units for supervisory employees and for the employees they supervise. Including supervisory and non-supervisory employees in the same unit would result in a conflict of interest for supervisory employees between their loyalty to serving the union, and their responsibility to carry out their supervisory duties.

Here, IBEW Local 1245 filed a Petition for Recognition seeking a “wall-to-wall” unit consisting of the following classifications:

Mechanic, Warehouse Helper/Mechanic Helper, Foreman, I&E Technician, I&E Supervisor, Operator, Operator-in-Training, Shift Supervisor, Engineer, Safety Officer, IT Specialist, Chemist, Senior Chemist, Laboratory Technician, Laboratory Director, Field Inspector, Buyer, Supervisor,

and any other full-time and regular part-time classifications employed by Tahoe-Truckee Sanitation Agency which are not Confidential and/or Supervisory employees as defined by the MMBA.

The Rules require that, when the “Employee Relations Officer” receives a Petition for Recognition from an Employee Organization, s/he must determine whether: “The proposed representation unit is one of the appropriate units set forth in Section 7.03 of these rules and regulations.” Rule 6.03(b). I am designated by the Board to fill the Employee Relations Officer role. Accordingly, I determined the Union’s requested unit was not an appropriate bargaining unit under the Rules for reasons including the following:

1. The requested unit includes operations and maintenance (“O&M”) workers along with supervisors and managers, and professional employees. This is plainly not in accordance with Rule 7.03, which requires at least two separate units, with managers/supervisors in one unit, and non-supervisory employees in the other. Nor does the requested unit accord with Rules 7.01 and 7.02, which confirm the right of professional employees to be represented separately from nonprofessionals.
2. The classifications in the requested unit do not share a community of interest. For example, the O&M employees work out in the field on Agency operations, while the Chemists and Laboratory Technicians generally work in the Laboratory performing high-level analytical functions.

Because the Union’s requested unit is not an appropriate bargaining unit under Resolution No. 4-93, I rejected the Union’s Petition. At the same time, I informed the Union that the Rules provide for a process by which it may appeal my decision to the Board. Specifically, Rule 8.02 states that an “employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition ... has not been filed in compliance with applicable provisions of these rules and regulations may ... appeal the determination to the Board of Directors for final decision.” Rule 8.03 states that the decision of the Board on this appeal “shall be final and binding.”

The Union timely filed a written appeal to the Board under the Rules, and the Board is now charged with making a final determination.

As my decision to reject the Union’s Petition was in full compliance with the applicable Rules as approved by the Board in Resolution No. 4-93, I recommend the Board uphold my decision on this appeal.

RESOLUTION NO. 4-93

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE TAHOE-TRUCKEE SANITATION AGENCY ESTABLISHING
RULES AND REGULATIONS FOR THE ADMINISTRATION OF
EMPLOYER-EMPLOYEE RELATIONS

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE TAHOE-TRUCKEE SANITATION AGENCY as follows:

SECTION ONE:

The Board of Directors of the Tahoe-Truckee Sanitation Agency hereby adopts the following rules and regulations for the administration of employer-employee relations:

TAHOE-TRUCKEE SANITATION AGENCY
EMPLOYER-EMPLOYEE RELATIONS

Section 1.00 General Provisions

Statement of Purpose. This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations regarding the Agency and its employee organizations and regarding matters that directly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate units. However, nothing contained herein shall be deemed to supersede the provisions of State law, local ordinances, resolutions and rules which establish and regulate the merit system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the Agency.

Section 2.00 Definitions

As used herein, the following terms shall have the meanings indicated:

- 2.01 Agency. When used alone, means the Tahoe-Truckee Sanitation Agency.
- 2.02 Appropriate Unit. A grouping of Agency classification of positions, established pursuant to these rules and regulations.
- 2.03 Board. When used alone, the Board of Directors of the Tahoe-Truckee Sanitation Agency.
- 2.04 Confidential Employee. An employee, who in the course of his or her duties, has access to information relating to the Agency's administration of employer-employee relations, including, but not limited to, any information not generally available for public dissemination. Confidential Employee shall include all Management Employees, Executive Secretary/Secretary of the Board, Administrative Secretary, Accountants, Bookkeepers, Computer Operators, Billing Clerk, Purchasing Agent, and Secretaries.
- 2.05 Consult/Consultation in Good Faith. To communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process.
- 2.06 Department Head. The highest management level person having overall supervisory responsibility over an established department.
- 2.07 Day. Calendar day unless expressly stated otherwise.
- 2.08 Employee. A person who is legally occupying a position in the Agency service or who is on authorized leave-of-absence from such a position, and is employed in either a regular full-time or regular part-time position.
- 2.09 Employee Relations Officer. The person designated by the Board to be the Employee Relations Officer.
- 2.10 Exclusively Recognized Employee Organization. An employee organization which has been formally acknowledged by the Agency as the employee organization that solely represents the employees in an appropriate representation unit pursuant to these rules and regulations.
- 2.11 Meet and Confer. The process whereby representatives of the Agency and of exclusively recognized employee organizations in good faith exchange information, opinions, and proposals to endeavor to reach agreement on wages, hours, and other terms and conditions of employment, as contemplated by Government Code

Section 3505.

- 2.12 Majority. More than fifty (50) percent.
- 2.13 Management Employee. An employee having responsibility for formulating, administering or managing the implementation of Agency policies or programs. Management Employees shall include the Department Heads, and Supervisory Employees.
- 2.14 Professional Employee. Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, those classes of employees defined in Government Code Section 3507.3.
- 2.15 Proof of Employee Support. An authorization card recently signed and personally dated by an employee. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition or card.
- 2.16 Scope of Representation. All matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, but not including consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- 2.17 Supervisory Employee. Any employee having authority, in the interest of the Agency, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 2.18 Valid Election. An election held pursuant to procedures contained in these rules and regulations which results in one choice having a majority of the valid votes cast in its favor.

Section 3.00 Agency Rights

- 3.01 The Board of Directors retains the exclusive right, except as otherwise noted herein, to manage the Agency, and to carry out its constitutional, statutory, financial, and managerial functions and responsibilities. Nothing in these rules and regulations shall be construed to require the Agency to meet and confer on any matter which is hereby determined to be an exclusive right of

the Agency. The exclusive rights of the Agency include, but are not limited to:

- (a) Manage the Agency generally and determine the issues of policy, to include the determination of facts as the basis of management decision;
- (b) Determine the necessity for and organization of any service or activity conducted by the Agency, and to expand or diminish services;
- (c) Determine the nature, manner, means, technology, equipment, facilities, personnel, and extent of services to be provided to the public;
- (d) Determine the methods, means, and priority of financing all operations of the Agency;
- (e) Determine the organizational structure, staffing size and composition, and to allocate and assign the work by which Agency operations are to be conducted including the content of job classifications;
- (f) Contract or subcontract work performed for the Agency as deemed appropriate for the efficient operation of the Agency;
- (g) Schedule employees in accordance with work requirements as determined by the Agency, and to establish and modify work schedules and assignments;
- (h) Lay off employees from partial or total duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive;
- (i) To dismiss, suspend without pay, demote, reprimand, transfer, withhold merit increases, or otherwise discipline employees, subject to the requirements of law;
- (j) Determine minimum qualifications, job duties, selection procedures and standards, and job classifications, and to reclassify employees when operational conditions warrant;
- (k) Hire, transfer, promote, and demote employees for non-disciplinary reasons;

- (l) Determine policies, procedures, rules, and practices governing the administration of personnel matters that do not conflict with, or contravene, application to employees covered by an active Memorandum of Understanding, and to require compliance therewith;
- (m) Restrict the activity of any employee or person on Agency property except as set forth in these regulations;
- (n) Take any and all necessary actions to carry out the mission of the Agency in emergencies; and
- (o) Determine which Agency employees are management, supervisory and confidential personnel.

3.02 Nothing in these rules and regulations is intended to restrict consultation or meeting and conferring with recognized employee organizations regarding matters within the right of the Agency to determine, nor to restrict the duties or authorities vested by law in the Agency, its Board of Directors or its General Manager.

Section 4.00 Employee Rights

- 4.01. Agency employees shall have the right to join and participate in the lawful activities of an employee organization. Employees shall also have the right to refuse to join or participate in the activities of an employee organization and shall have the right to represent themselves individually at any time in their employment relations with the Agency.
- 4.02 No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Agency or by any employee organization because of the exercise of these rights.
- 4.03 Professional employees shall not be denied the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees.

Section 5.00 Rights of Recognized Employee Organizations

- 5.01 An exclusively recognized employee organization shall have the following rights with regard to employees in its bargaining unit:
 - (a) To represent employees in the unit in their employment relations with the Agency and to meet and confer in good faith with the Board or management representative(s) on matters within the scope of representation.

- (b) Except in cases of emergency, to have reasonable written notice of any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of its representation and the opportunity to meet with the Board or its representative prior to the adoption of such proposal. In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and the opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.
- (c) To have an authorized representative of the recognized employee organization who may contact members of his/her organization in Agency facilities provided he/she has first made arrangements with the management or supervisory employee in charge. This right does not extend to contacting Agency employees on Agency time who are not members of the particular employee organization, and soliciting membership or representation rights in an employee organization shall not be done during working hours.
- (d) To have a reasonable number of employee representatives allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with management representatives on matters within the scope of representation.
- (e) Payroll deductions of membership dues and insurance premiums as provided in Section 9.04 of these rules and regulations.
- (f) To reasonable use of Agency facilities for meetings upon timely application in writing stating the purpose for such use. Such use shall not occur during regular work hours. The Agency reserves the right to condition such use on payment of appropriate charges to offset the cost of such use of the facilities.
- (g) To the use of reasonable space on bulletin boards as specified by the Agency. All materials shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted materials shall not be obscene, defamatory, of a partisan political nature, misleading, violative of any federal, state or local ordinance, law, statute or rule. Such materials shall not pertain to public issues which

do not involve the Agency and its relations with employees. All posted materials shall be neatly displayed and bear the identity of the sponsor and the date of posting. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. The Agency reserves the right to determine where bulletin boards may be used. Any employee organization that does not abide by these rules shall forfeit its right to have materials posted on Agency bulletin boards.

- (h) To reasonable access to nonconfidential information pertaining to employment relations as contained in the public records of the Agency, subject to limitations and conditions set forth in this rule and Sections 6250-6260 of the California Government Code. Such information will be made available during regular office hours and after payment of reasonable costs, where applicable. Nothing herein shall be construed to require disclosures which constitute an unwarranted invasion of privacy or are gathered pursuant to promises to keep the source confidential. Nor shall anything herein be construed to require disclosure of records that are working papers or memoranda not retained in the ordinary course of business, records pertaining to litigation to which the Agency is party, or to claims or appeals which have not been settled. The Agency shall not be required to do research or assemble data in a manner other than that usually done by the Agency.
- (i) Any other rights granted recognized employee organizations by Sections 3500-3510 of the Government Code.

Section 6.00 Representation Proceedings and Decertification

6.01 Filing of Recognition Petition by Employee Organization.
An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

- (a) Name and address of the employee organization.
- (b) Names and titles of officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
- (d) A statement that the employee organization has, as

one of its primary purposes, representing employees in their employment relations with the Agency.

- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
- (f) Certified copies of the employee organization's constitution and by-laws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notices sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, creed, sex, ancestry, marital status, physical handicap, medical condition, or national origin.
- (i) The job classifications or position titles of employees in the unit for which the petition is filed and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support as herein defined to establish that at least a majority of the employees in the petitioned unit have designated the employee organization to represent them in their employment relations with the Agency. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
- (k) A request that the Board of Directors formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

6.02 The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct, and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

6.03 Agency Response to Recognition Petition. Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

- (a) There has been compliance with the requirements of

the Recognition Petition; and

- (b) The proposed representation unit is one of the appropriate units set forth in Section 7.03 of these rules and regulations.

6.04 If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, the Officer shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefor in writing. The petitioning employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations.

6.05 Open Period for Filing--Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees by means of posting on Agency bulletin boards that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit, by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6.01.

6.06 Election Procedure. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the State Mediation and Conciliation Service and verified by the Employee Relations Officer and one representative of each of the concerned employee organization(s), in accordance with its rules and procedures subject to the provisions of these rules and regulations.

- (a) All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Section shall be included on the ballot, as shall be a choice designated as "No Organization".
- (b) Employees entitled to vote in such election shall be those persons employed in regular positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of absence, and who are employed by the Agency in the same unit on the date of the election.

- (c) An employee organization receiving a majority of the valid votes cast shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.
- (d) There shall be no more than one valid election under these rules and regulations pursuant to any petition in a 12 month period affecting the same unit.
- (e) Cost of conducting election, if any, shall be borne in equal share(s) by each employee organization appearing on the ballot.

6.07

Procedure for Decertification of Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition, or during a thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect more than one (1) year. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The names of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer

represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

- (d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent that includes the allegation and information required under paragraph 6.07(c) and otherwise conforms to the requirements of Section 6.01.

The Employer Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Section. If the Officer's determination is in the negative, the Officer shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization, and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefor in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations. If the determination of the Employee Relations Officer is in the affirmative, or if the Officer's negative determination is reversed on appeal, the Officer shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) working days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 6.06.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 7.00 Unit Determination

7.01 Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the Agency and its compatibility with the primary responsibility of the Agency and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. Factors to be considered in assigning classifications to units shall be:

- (a) Largest feasible grouping of Agency employees having a community of interest and constituting an entity appropriate for representation purposes;
- (b) Past history of employee representation in the unit, among other Agency employees, and similar public employment;
- (c) Similarity of duties, responsibilities, wages, education and working conditions;
- (d) The effect on existing classification structure in dividing a classification among two or more units; and
- (e) The statutory right of professional employees to be represented separately from nonprofessional employees.

7.02 Notwithstanding the foregoing provisions of this Section, management, supervisory and confidential employees may be included only in units that do not include non-managerial, non-supervisory and non-confidential employees and such management, supervisory and confidential employees shall not represent a recognized employee organization which represents other employees of the Agency and professional employees shall not be denied the right to be represented in a separate unit from non-professional employees.

7.03 Units Established. The following bargaining units are hereby established.

- (a) Management, Supervisory, Confidential, Clerical and Professional. Includes all those employees having responsibility for formulating, administering, or managing the implementation of Agency policies or programs; or who have the authority, in the interest of the Agency, to hire, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to

direct them, or to adjust their grievances, or effectively to recommend such action, including but not limited to Chief Operators, Senior Shift Supervisors, Shift Supervisors, Laboratory Supervisor, Maintenance Supervisors, I&E Supervisor and Maintenance Foremen; or who, in the course of their duties, have access to information relating to the Agency's administration of employer-employee relations; or who have as their job duties those duties which are primarily clerical in function.

- (b) General Employee Unit. Includes all classes of non-supervisory, non-management, non-confidential and non-professional positions of the Agency.

7.04 Allocation of Classifications to Units. The Employee Relations Officer shall allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section after consulting with recognized Employee Organizations.

7.05 Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications or redefinition of established units may be considered by the Employee Relations Officer only during the period specified in Section 6.07. Such requests shall be submitted in the form of a formal proposal or Recognition Petition, which in addition to the requirements set forth in Section 6.01 of these rules and regulations, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sections 7.01-7.02 hereof. The Employee Relations Officer shall process such petitions or formal proposals as other Recognition Petitions under Section 6.00.

- (a) The Employee Relations Officer may, on his/her own motion, propose that an established unit be modified or redefined. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a consultation concerning the proposed modification(s), at which time all affected employee organizations shall be heard if they so desire. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sections 7.01 and 7.02, subject to approval of the Board of Directors, and shall give written notice of such modification or redefinition to the affected employee organization prior to approval of the Board. If a unit is modified or redefined

pursuant to the motion of the Employee Relations Officer hereunder and if such modification or redefinition results in a substantial change in a pre-existing unit, employee organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new or redefined appropriate unit(s) pursuant to Section 6.01 hereof.

Section 8.00 Appeals

- 8.01 Appeals. An employee organization aggrieved by an allocation of classes to a unit by the Employee Relations Officer under Section 7.04 may, within ten (10) days of notice thereof, appeal such determination to the Board of Directors for final decision.
- 8.02 An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 6.01), Challenging Petition (Sec. 6.05) or Decertification or Recognition Petition (Sec. 6.07)--or employee aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 6.07)--has not been filed in compliance with the applicable provisions of these rules and regulations, may, within fifteen (15) days of notice of such determination, appeal the determination to the Board of Directors for final decision.
- 8.03 Appeals to the Board of Directors shall be filed in writing. Decisions of the Board determining the substance of the dispute shall be final and binding.

Section 9.00 Administration

- 9.01 Maintenance of Recognized Status and Submission of Current Information. A Recognized Employee Organization shall furnish to the Employee Relations Officer all changes in the information filed with the Agency by such recognized employee organization under items (a) through (h) of its Recognition Petition under Section 6.01 within fourteen (14) days of such change.
- 9.02 Payroll Deductions on behalf of Employee Organizations. Upon formal certification by the Agency of an Exclusively Recognized Employee Organization, only such recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by such a recognized employee organization on forms acceptable to the Agency.
- 9.03 Administrative Rules and Procedures. The Employee Relations Officer is hereby authorized to establish such

administrative rules and procedures, not in conflict with these rules and regulations, as appropriate to implement and administer the provisions of these rules and regulations after consultation with affected employee organizations.

Section 10.00 Miscellaneous Provisions

10.01 Construction. These rules and regulations shall be administered and construed as follows:

- (a) Nothing herein shall be construed to deny to any person, employee, organization, the Agency, or any authorized officer, body or other representative of the Agency, the rights, powers and authority granted by Federal or State law or local resolutions and ordinances.
- (b) These rules and regulations shall be interpreted so as to carry out its purposes as set forth in Section 1.00.
- (c) Nothing herein shall be construed as making the provisions of California Labor Code Section 923 applicable to Agency employees or employee organizations.

Section 11.00 Severability

11.01 If any provision herein, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these rules and regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 12.00 Implementation

12.01 The rules and regulations herein governing employer-employee relations shall become effective upon adoption by the Board of Directors.

Section 13.00 Prior Policies Repealed

13.01 To the extent that the terms and provisions of these rules and regulations may be inconsistent or in conflict with the terms or provisions of any other or prior employer-employee relations policies and procedures, ordinances, resolutions, rules or regulations of the Agency governing the same subject, the terms of these rules and regulations shall prevail and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

SECTION TWO:

This Resolution shall be in full force and effect upon adoption.

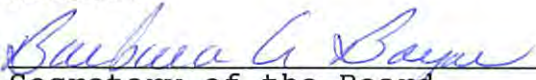
PASSED AND ADOPTED by the Board of Directors of the Tahoe-Truckee Sanitation Agency, County of Nevada, State of California, on the 25th day of June, 1993, at a meeting of the Board by the following vote:

AYES: Directors Butterfield, Allen, Lewis and McIntyre
NOES: None
ABSENT: Director Forsberg



President, Board of Directors


ATTEST:



Secretary of the Board

CERTIFICATE

I hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 4-93, duly and regularly adopted by the Board of Directors of Tahoe-Truckee Sanitation Agency, County of Nevada, on June 25, 1993.



Barbara A. Bayer, Secretary
Board of Directors
Tahoe-Truckee Sanitation Agency



30 Orange Tree Cir.
Vacaville, CA 95687

Main Phone: (707) 452-2700
Fax: (707) 452-2701

TOM DALZELL, BUSINESS MANAGER
ART FREITAS, PRESIDENT

April 5, 2017

VIA U.S. CERTIFIED MAIL

LaRue Griffin, General Manager
Tahoe-Truckee Sanitation Agency
13720 Butterfield Drive
Truckee, CA 96161

RE: Petition for Recognition

Dear Mr. Griffin:

This letter shall serve as IBEW Local Union 1245's ("Local 1245") petition for recognition to represent the following classifications at Tahoe-Truckee Sanitation Agency ("TTSA"):

Mechanic, Warehouse Helper/Mechanic Helper, Foreman, I&E Technician, I&E Supervisor, Operator, Operator-in-Training, Shift Supervisor, Engineer, Safety Officer, IT Specialist, Chemist, Senior Chemist, Laboratory Technician, Laboratory Director, Field Inspector, Buyer, Supervisor, and any other full-time and regular part-time classifications employed by Tahoe-Truckee Sanitation Agency which are not Confidential and/or Supervisory employees as defined by the MMBA.

Several categories of information requests contained within the Employer-Employee Relations Rules ("EERR") administered by TTSA are extremely outdated, and as such, do not comply with the current regulatory framework enforced by the California Public Employment Relations Board ("PERB"). However, based on its extensive dealings in both the public and private sectors throughout California, Local 1245 is informed and hereby represents that the information attached as Exhibits A-C¹ meets or exceeds the legal standard. If you disagree, we invite you to meet and confer with us to reach an informal resolution.

Additionally, in lieu of enforcing EERR §§ 1(C)-(F), TTSA will be expected to comply with the MMBA (as set forth below) in processing the instant petition:

¹ A more recent version of the IBEW Constitution (attached hereto as Exhibit C), which has not yet been made available to Local 1245, can be forwarded upon request to TTSA as soon as it is received.

3507.1. Unit determinations and representation elections; grant by public agency of exclusive or majority recognition to employee organization based on signed petition, authorization cards or union membership cards; neutral third-party determination

(c) A public agency shall grant exclusive or majority recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the public agency and the employee organization cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization. In the event that the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

Cal. Gov. Code § 3507.1. The Union suggests the parties confer as soon as possible to designate a neutral third party as required under the Act.² If you have any questions or concerns relating to this matter, please do not hesitate to contact me.

Phone: (707) 452-2751

Email: ajp3@ibew1245.com.

Sincerely,



Alexander Pacheco, General Counsel
IBEW Local Union 1245

Encls//

² For more information regarding PERB's process for "card check recognition," please visit:
<https://www.perb.ca.gov/csmcs/CardCheckRecognition.aspx>

Exhibit A

International Brotherhood of Electrical Workers, Local Union 1245

30 Orange Tree Circle
Vacaville, CA 95687
PO Box 2547
Vacaville, CA 95696
(707) 452-2700

Business Manager: Tom Dalzell
President: Art Freitas
Vice President: Anna Bayless-Martinez
Recording Secretary: Rachel Ramirez-Hill
Treasurer: Cecelia De La Torre
Executive Board (Northeastern Area): Tom Cornell

International Brotherhood of Electrical Workers, 9th District

100 Bush Street, Suite 1950
San Francisco, CA 94104
(415) 398-2202

International Vice President: John O'Rourke

International Brotherhood of Electrical Workers, AFL-CIO

900 Seventh Street, N.W.
Washington, DC 20001
(202) 833-7000

International President: Lonnie Stephenson

AFL-CIO

815 16th St NW
Washington, DC 20005
(202) 637-5000

President: Richard L. Trumka

Exhibit B

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.

BYLAWS

OF

LOCAL UNION NO. 1245

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

VACAVILLE, CALIFORNIA

APPROVED: January 30, 2015

ARTICLE I
Name - Jurisdiction - Objects

Sec. 1. This Organization shall be known as **Local Union 1245** of the **International Brotherhood of Electrical Workers, Vacaville, California**. Local 1245 shall have jurisdiction over **Outside (Independent Power Producers, Utility, Telephone and Cable Television); Utility; Tree Trimming; Cable Television; Telephone; Professional, Engineers and Technicians; Electrical Manufacturing; and Government work** as defined in Article XXVI, Sections 4, 6 and 9 of the IBEW Constitution, when performed as follows:

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

STATE OF CALIFORNIA: Counties

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

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

STATE OF NEVADA: Counties

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

Meetings

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

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

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

ARTICLE III
Officers - Elections - Duties

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

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

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

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

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

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

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

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

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

Southern Area

California Counties of
Fresno
*Imperial**

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

Central Area

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

Northern Area

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

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

Northeastern Area

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

** For the purpose of establishing residency*

Sec. 7. (a) Nominations for officers shall be held in **March 2016 at the General Membership Meeting** and election of officers shall be held in **June 2016 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

(b) No member shall be a candidate for more than one (1) office, except as provided in these bylaws and with approval of the International President. If nominated for more than one office, the member shall immediately declare for which office he/she will be a candidate.

However, this shall not apply to offices which have been combined with the approval of the International President.

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

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

(e) No member shall be eligible for office unless he/she has been a member of Local Union 1245 in continuous good standing for at least two (2) years immediately prior to nomination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
Executive Board

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

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

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

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

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

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

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

ARTICLE V
Business Manager

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

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

Sec. 3. Whenever any matter directly affects a particular Unit of the Local Union, the Business Manager or his assistants shall likewise report to such Units. No Local Union officer shall interfere with the Business Manager in the performance of his duties. The Business Manager and his assistants shall report to the Local Union Executive Board and the Local Union when called upon or when he deems such necessary.

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

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

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

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

ARTICLE VI
Salaries

Sec. 1. Salaries shall be:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII
Committees and Delegates

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

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

Sec. 3. The Business Manager-Financial Secretary and the President, by virtue of their offices, shall serve as delegates to the International Convention of the I.B.E.W.

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

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

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

ARTICLE VIII
Stewards

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

ARTICLE IX
Assessments - Admission Fees - Dues

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

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

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

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

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

(a) "A" Membership

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

"A" or "BA" Membership

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

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

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

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

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

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

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

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

(h) All members working on Outside Construction jobs shall maintain type "A" memberships.

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

ARTICLE X
Funds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI
Admission of Members

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

Sec. 2. Applicants may be required to pass a satisfactory examination when the Unit requires same.

ARTICLE XII

Units

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII
Advisory Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV

General Laws

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

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

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

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

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

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

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

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

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

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

Sec. 10. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Sec. 11. Any member of this Local Union having knowledge of any violation of these bylaws, working rules or agreements of this Local Union or violations of the State Safety Laws or State Regulation, shall immediately report same to the Business Manager, giving date, location and all information available in connection with said violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI
Amendments

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

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

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

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

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

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

**LOCAL UNION 1245
RECORD OF AMENDMENTS**

District: Ninth

Location: Vacaville, California

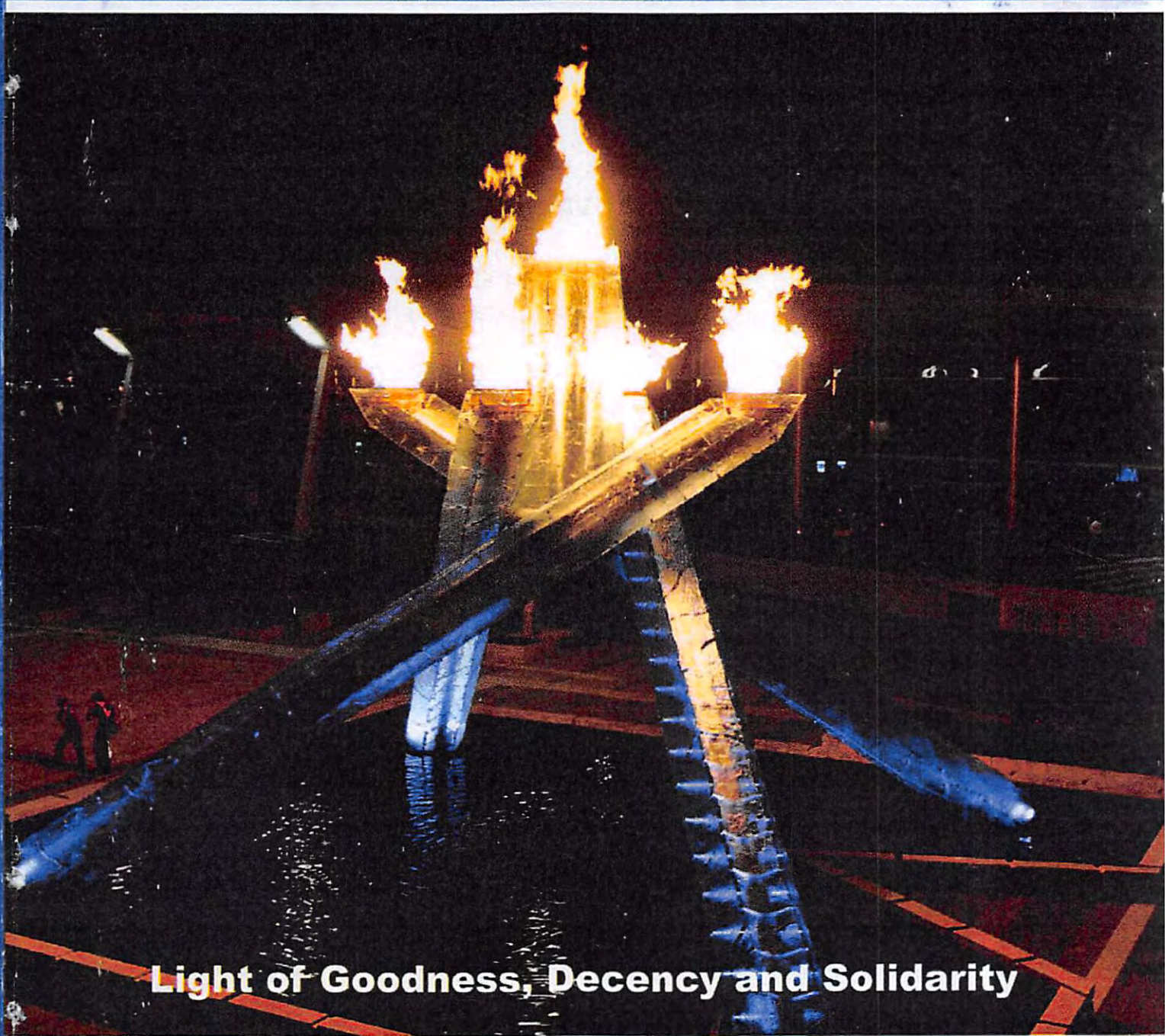
Bylaws Retyped in Entirety: February 16, 1996

DATE ARTICLES AND SECTIONS AMENDED

- 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.

Exhibit C

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS®**



Light of Goodness, Decency and Solidarity

CONSTITUTION

And Rules for Local Unions and Councils Under Its Jurisdiction
As amended at the 38th IBEW Convention, Vancouver, BC, Canada, September 2011

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

900 Seventh Street, NW, Washington, DC 20001

EXECUTIVE OFFICERS

International President..... Edwin D. Hill
International Secretary-Treasurer..... Salvatore (Sam) J. Chilia

INTERNATIONAL VICE PRESIDENTS

First District..... Phillip Flemming
1450 Meyerside Drive, Suite 300
Mississauga, Ontario, Canada L5T 2N5

Second District Frank J. Carroll
4 Armstrong Road, 2nd Floor
Shelton, Connecticut 06484

Third District Donald C. Siegel
500 Cherrington Parkway, Suite 325
Coraopolis, Pennsylvania 15108

Fourth District Kenneth W. Cooper
Corporate Plaza 1
6450 Rockside Woods Boulevard South, Suite 150
Independence, Ohio 44131

Fifth District..... Joseph S. Davis
100 Concourse Parkway, Suite 300
Birmingham, Alabama 35244

Sixth District..... Lonnie R. Stephenson
8174 Cass Avenue
Darien, Illinois 60561

Seventh District Jonathan B. Gardner
320 Westway Place, Suite 531
Arlington, Texas 76018

Eighth District Ted C. Jensen
2225 West Broadway, #H
Idaho Falls, Idaho 83402

Ninth District Michael S. Mowrey
2500 Venture Oaks Way, Suite 250
Sacramento, California 95833

This Organization shall be known as the
**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

with jurisdiction over all electrical workers
in the United States and Canada.



CONSTITUTION

This Constitution, and all acts and proceedings which
in the future and in due course may be enacted, shall
be binding on all Local Union Officers and Members.

As amended at the 38th IBEW Convention
Vancouver, British Columbia, Canada—September 2011

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**Declaration of the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

*Our cause is the cause of human
justice, human rights, human security.*

*We refuse, and will always refuse, to
condone or tolerate dictatorship or
oppression of any kind.*

*We will find and expel from our midst
any who might attempt to destroy, by
subversion, all that we stand for.*

*This Brotherhood will continue to oppose
communism, Nazism or any other
subversive "ism." We will support
our God, our Nations, our Union.*

ORDER OF BUSINESS FOR LOCAL UNIONS

- 1. Opening (See Ritual)**
- 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 of Candidates**
- 7. Balloting or Voting for Candidates**
- 8. Obligation of Candidates (See Ritual)**
- 9. Reports of Delegates and Committees**
- 10. Reports of Accidents, Sickness, or Death of Members**
- 11. Roll Call of Members (This is optional with
Local Unions)**
- 12. Unfinished Business**
- 13. New Business (Under this heading come matters
relating to any Election and Installation of Officers)**
- 14. Good of the Union**
- 15. Receipts and Expenses (Read Constitution)**
- 16. Closing (See Ritual)**

OBJECTS

The objects of the International Brotherhood of Electrical Workers are:

- To organize all workers in the entire electrical industry in the United States and Canada, including all those in public utilities and electrical manufacturing, into local unions,
- To promote reasonable methods of work,
- To cultivate feelings of friendship among those of our industry,
- To settle all disputes between employers and employees by arbitration (if possible),
- To assist each other in sickness or distress,
- To secure employment,
- To reduce the hours of daily labor,
- To secure adequate pay for our work,
- To seek a higher and higher standard of living,
- To seek security for the individual,
- And by legal and proper means to elevate the moral, intellectual and social conditions of our members, their families and dependents, in the interest of a higher standard of citizenship.

IBEW CONSTITUTION

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READY REFERENCE

Monthly Dues Payments to the International Office and Payments to the IBEW Pension Benefit Fund Through Local Unions (or to the International Secretary-Treasurer by "A" Members Holding Participating Withdrawal Cards)

Effective January 1, 2012

"A" Members

\$15.00 Monthly Dues

\$14.00 Monthly PBF Contribution

\$29.00 Monthly Total

"BA" Members

\$15.00 Monthly Dues

Effective January 1, 2013

"A" Members

\$15.00 Monthly Dues

\$15.00 Monthly PBF Contribution

\$30.00 Monthly Total

"BA" Members

\$15.00 Monthly Dues

Effective January 1, 2014

"A" Members

\$17.00 Monthly Dues

\$15.00 Monthly PBF Contribution

\$32.00 Monthly Total

"BA" Members

\$17.00 Monthly Dues

Effective January 1, 2015

“A” Members

\$17.00 Monthly Dues

\$16.00 Monthly PBF Contribution

\$33.00 Monthly Total

“BA” Members

\$17.00 Monthly Dues

Effective January 1, 2016

“A” Members

\$17.00 (\$18.00)* Monthly Dues

\$16.00 Monthly PBF Contribution

\$33.00 (\$34.00)* Monthly Total

“BA” Members

\$17.00 (\$18.00)* Monthly Dues

***In accordance with the action of the 38th Convention, the International Secretary-Treasurer is authorized to increase the per capita tax rate an additional one dollar (\$1.00), effective January 1, 2016, should the I.B.E.W. fail to meet membership growth projections (1% annually) as of June 30, 2015, as reported in the Calibre CPA Group, PLLC *Financial Forecast and Projection*.**

Reinstatement fees are required of all members who fall three or more months in arrears. Reinstatement fees for “A” members are \$30.00 (which includes \$10.00 to the International Office and \$20.00 to the IBEW Pension Benefit Fund), while reinstatement fees for “BA” members are \$3.00 (which includes \$1.50 to the Local Union and \$1.50 to the International Office).

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ARTICLE I

NAME AND CONSTITUTION

Sec. 1. This organization shall be known as the International Brotherhood of Electrical Workers, with jurisdiction over all electrical workers in the United States and Canada as defined in Article XXVI of this Constitution, including all workers in public utilities and electrical manufacturing plants, and shall consist of an unlimited number of local unions acknowledging its jurisdiction and subject to its laws and usages, and it shall not be dissolved while there are five (5) dissenting local unions.

Sec. 2. This organization, in the merging together of all electrical workers in the United States and in Canada, fully recognizes the sovereignty of each of our great nations and the advancement of industry compatible with the laws of each country and the objects of this Constitution.

Sec. 3. This Constitution, and all acts and proceedings which, in the future and in due course may be enacted, shall be absolutely binding on all L.U.'s officers and members. The initials "L.U.'s" as used throughout this Constitution shall include Railroad Councils, System Councils and other subordinate bodies where applicable.

Sec. 4. The following abbreviations, when used herein, and in reports and other documents, shall mean:

I.B.E.W.—International Brotherhood of Electrical Workers.

I.E.C.—International Executive Council.

I.P.—International President.

I.V.P.—International Vice President.

I.S.T.—International Secretary-Treasurer.

I.R.—International Representative.

I.C.—International Convention.

I.O.—International Office.
L.U.—Local Union.
R.S.—Recording Secretary.
F.S.—Financial Secretary.

Sec. 5. Words used in this Constitution in the masculine gender shall include the feminine.

ARTICLE II INTERNATIONAL CONVENTION

Sec. 1. The I.B.E.W. shall meet in regular convention every five (5) years on the third Monday in September, at such place as shall be decided upon by the I.E.C.

Sec. 2. The I.E.C. has the power to change the date on which an I.C. is to convene, but any change made shall not be for more than ninety (90) days before or after the original date fixed.

Sec. 3. Upon petition filed with the I.S.T. by any twenty-eight (28) L.U.'s in good standing—not more than four (4) L.U.'s from any one I.E.C. district—the question of holding a special I.C. shall be submitted to a referendum; but petitions for a vote must specify the place, time, and date at which this special I.C. is proposed to be held, and the questions must be specified by each of the twenty-eight (28) L.U.'s in good standing before any referendum shall be taken. No special I.C. shall be called except in this manner.

The result of the referendum shall be published in full in the I.B.E.W.'s official monthly publication. If a majority vote in favor of a special I.C., the I.S.T. shall issue the call.

Sec. 4. The I.P. shall appoint the following committees, consisting of eleven (11) delegates elected to the I.C., one

from each I.V.P. district. The I.P. shall appoint one of the committee members as Chairman and one as Secretary:

1. I.P.'s Report.
2. I.S.T.'s Report.
3. I.E.C.'s Report.
4. Law.
5. Resolutions.
6. Appeals.
7. Any special committees deemed necessary.

These committees shall meet prior to the opening of the I.C. The compensation of members of these committees shall be fifty dollars (\$50.00) per day and reimbursement for actual expenses. This shall cease the day the I.C. opens.

Sec. 5. The I.S.T. prior to the I.C. shall deposit sufficient funds in the convention city to be used to defray expenses of the I.C.

Sec. 6. A quorum for the transaction of business shall consist of one third of the delegates seated. Immediately after the I.C. is opened, the I.E.C. shall report on credentials and rules. The order of business of the I.C. shall proceed in accordance with the rules adopted by the Convention. The business of the I.C. shall include the following:

1. Call to Order.
2. Presentation of Credentials.
3. Report on Credentials and Rules.
4. Appointment of Committees.
5. Communications and Bills.
6. Resolutions, *etc.*
7. Reports of Committees.
8. Unfinished Business.

9. Nomination and Election of Officers.

10. New Business.

11. Adjournment.

Sec. 7. No L.U. shall be entitled to representation at an I.C. unless its per capita to the International Union has been paid on its membership for the period six (6) calendar months prior to the first of the month in which the I.C. is held.

Sec. 8. The basis of representation at the I.C. shall be as follows:

Each L.U. shall be entitled to a per capita tax vote on "A" and "BA" members; that is, one (1) vote for each member in good standing three (3) calendar months prior to the first of the month in which the I.C. is held.

Each L.U. shall be entitled to the following:

(a) One (1) delegate for the first 250 members, one (1) delegate for each additional 250 members or majority fraction thereof:

<i>Membership</i>	<i>Number of Delegates</i>
Up to 375	1
376 to 625	2
626 to 875	3
876 to 1,125	4
1,126 to 1,375	5
1,376 to 1,625	6

(b) One more delegate for each additional 500 members:

<i>Membership</i>	<i>Number of Delegates</i>
1,626 to 2,125	7
2,126 to 2,625	8
2,626 to 3,100	9

(c) One more delegate for each additional 3,000 members—maximum 15 delegates:

<i>Membership</i>	<i>Number of Delegates</i>
3,101 to 6,000	10
6,001 to 9,000	11
9,001 to 12,000	12
12,001 to 15,000	13
15,001 to 18,000	14
18,001 and over	15

Delegates representing only “BA” membership shall not be entitled to discuss, or vote on, matters affecting Article XI.

Sec. 9. For transportation, sleeping and living expenses en route to and while attending the I.C., the I.S.T. will pay each delegate a sum equal to ninety cents (90¢) a mile, one way, by the shortest practical route.

Each delegate remaining until the close of the Convention shall be reimbursed for expenses in the amount of one thousand dollars (\$1,000.00). L.U.’s may pay their delegates additional sums.

Sec. 10. No member shall be nominated as a delegate or alternate unless he is present or signifies his willingness in writing, nor shall he be eligible to be a delegate or an alternate unless in continuous good standing in his L.U. at least twenty four (24) months immediately prior to nomination, provided his L.U. has been in existence that long. However, no such member shall be disqualified because his L.U. has been merged or amalgamated with another L.U. or L.U.’s.

The two (2) years membership requirement shall not be applicable to members of L.U.’s affiliated with System

Councils, who are employed by a single employer and who transfer between L.U.'s within a System Council, provided, however, that any such member must have been a member in continuous good standing for two (2) years in at least one of the L.U.'s affiliated with the System Council involved.

Where the L.U. Bylaws specify, prior to election to a particular elective office, that one of the functions of said elective office shall include service as a delegate to the I.C. or other body, a special election of the officer holding such office to be a delegate is not necessary. In the event a vacancy should occur in the said elective office and it is filled pursuant to Article XVI, Section 16, prior to May in the Convention year, the L.U. shall elect a replacement delegate. The person appointed to fill the particular elective office shall be a candidate for election as a delegate. If, however, the vacancy is filled between May in the Convention year and the holding of the I.C., the person appointed to the vacancy in the elective office shall serve as delegate, except that, as provided by law, such delegate may not vote in any election for International Officers.

Delegates and alternates shall be elected by secret ballot. Members in good standing in the L.U. shall be given at least fifteen (15) days notice of the time, place and manner of making nominations and of the election, and may participate therein, except for those who may be expressly prohibited by approved provision of the L.U. bylaws. The election of delegates and alternates shall be decided for those receiving the most votes and ballots, and records of the election shall be retained for one (1) year.

If between the election and the I.C., an elected delegate should resign or otherwise be unable to attend the I.C., then the alternate delegate with the highest number of votes in the

election shall take his place as a delegate. Should a second elected delegate resign or otherwise be unable to attend the I.C., then the alternate delegate with the next highest number of votes in the election shall take his place as a delegate, and so forth.

In the event there are no other elected alternates, the Executive Board shall appoint such delegates, provided, however, that appointed delegates may not, as provided by law, vote in any election for International Officers.

Sec. 11. Credentials of the delegate and alternate shall be in the hands of the I.S.T. or in the mail at least sixty (60) days prior to the I.C. Failing to comply with this, the delegate or alternate shall receive no mileage or other payments. (The Credentials Committee shall pass upon whether such delegate or alternate shall be seated.)

Sec. 12. Any International or L.U. officer, or any member, who willfully commits fraud in connection with obtaining or furnishing credentials for delegates to the I.C.—or who is connected with any fraud in voting during the I.C.—shall be tried by the I.E.C. The I.E.C. shall render a decision and decide the penalty.

Sec. 13. The I.P. shall nominate, and the I.C. shall elect, two (2) delegates to conventions of the American Federation of Labor and Congress of Industrial Organizations; two (2) delegates to the Building and Construction Trades Department; two (2) delegates to the Metal Trades Department; one (1) delegate to the Union Label and Service Trades Department; one (1) delegate to the Maritime Trades Department; and two (2) delegates to the Canadian Labour Congress. Each of these delegates shall be the business manager or principal

there are more than two candidates for the same office, at every unsuccessful balloting the one receiving the lowest number of votes shall be dropped, the voting then to continue until one has received a majority over all.

However, the choice for International Vice Presidents and the International Executive Council (except I.E.C. Chairman) shall be recommended to the Convention by each district. The Convention shall adopt the district's recommendation as its own action, by the I.S.T. casting one (1) ballot for the district's choice. The choice of each district shall be decided by a majority of the L.U.'s of the district represented at the Convention—and present and voting at the time the choice is made—on the basis of one (1) vote for each L.U., by secret ballot, not by a delegate or per capita tax vote. If the district is unable to determine its choice, then the Convention shall decide any contest by a roll call, per capita tax vote.

The vote of each L.U. shall be decided by a majority of its delegates. If the delegates of a L.U. are equally divided, then the L.U. shall have no vote. When there are more than two (2) candidates for the same office in the district, and no candidate receives a majority on the first ballot, there shall be a run-off election between the two (2) candidates receiving the highest number of votes.

(Nothing in this Constitution shall be construed to conflict with the above section.)

Sec. 4. At all elections when it becomes necessary to have an electronic, secret ballot vote, the presiding officer shall appoint an election judge and, if necessary, tellers. He shall announce the names of the candidates in rotation. Each candidate may be present or be represented by a member during

the vote tally. All election records shall be preserved for a period of one (1) year.

Sec. 5. The officers shall attend the I.C. and all their expenses shall be paid out of the General Fund. They shall have voice but no vote, and no officer shall be eligible to represent his L.U. as a delegate. The officers, except I.V.P.'s, shall have their reports printed and ready for distribution to the delegates when the Convention is organized.

Sec. 6. Each officer elected shall sign and file in the I.O. the following pledge and oath of office:

"I, (give name) , do hereby solemnly pledge on my honor, that I will faithfully discharge my duties as an officer of the International Brotherhood of Electrical Workers. I will support by every means within my power its Constitution, and I will enforce it to the best of my ability. At the expiration of my term of office, I shall deliver to my successor all books, papers, money and other property in my possession belonging to the I.B.E.W. or its L.U.'s; and I shall not be relieved from any bond or obligation unless and until I comply with this law."

(Signed) _____ (Witness) _____

Sec. 7. All officers at the expiration of their term shall deliver to their successors all books, papers, money and other property in their possession, belonging to the I.B.E.W. or its L.U.'s, and shall not be relieved from their bonds or obligations until this law is complied with.

Compensation and Benefits

Sec. 8. Salaries of the International President, International

Secretary-Treasurer, International Vice Presidents, I.E.C. Chairman, I.E.C. Members, Executive Assistants, Directors, and Senior International Representatives shall be increased annually on October 1. The increase shall be equal to the combined average of the percentage increases negotiated and approved for the members of the Construction, Manufacturing, Telephone, and Utility branches of the I.B.E.W. for the twelve-month period ending August 31 of each year.

All such Officers and Representatives shall be reimbursed for actual expenses when away from home on business of the I.B.E.W. in accordance with rules promulgated by the I.P.

Sec. 9. The services of the I.E.C. Chairman shall be available to the I.B.E.W. in an advisory capacity and for fulfilling other assignments in the interests of the I.B.E.W.

Sec. 10. Members employed by the I.B.E.W. as officers or in any other capacity, who become permanently disabled while so engaged, shall receive \$500 a month while incapacitated. The period of incapacitation shall not be deducted from his service record.

Sec. 11. (a) Members in the I.B.E.W. service, employed by it as officers, representatives or assistants, who have attained the age of sixty two (62) and have ten (10) or more years service, shall, upon request of the individual, be retired by the I.E.C. The annual rate of compensation payable upon retirement shall be three and three-quarters percent (3.75%) of the average annual salary for the three (3) years during which the highest salary was payable to the individual, multiplied by the number of years of service, not to exceed twenty (20) years, plus one percent (1%) of such average salary, multiplied by the additional number of years of service in excess

of twenty (20) years, not to exceed five (5) additional years. This retirement compensation shall be payable monthly.

(b) Officers, representatives, or assistants who have attained the age of fifty five (55) and have fifteen (15) or more years service, shall, upon request of the individual, be retired by the I.E.C. and shall receive retirement compensation on the same basis as provided in Subsection (a) above.

(c) Officers, representatives, or assistants who become permanently disabled while employed by the I.B.E.W. shall receive retirement compensation on the same basis as provided in Subsection (a) of this Section, or as provided in Article III, Section 10, while incapacitated.

(d) Any officer, representative, or assistant who leaves I.B.E.W. service after completing five (5) or more years of service before becoming eligible for retirement under Subsection (a) above may elect either to have his contributions returned to him or to be granted a vested right to retirement compensation which will entitle him to receive, commencing at age sixty five (65), retirement compensation on the same basis as provided in Subsection (a) above.

(e) In lieu of the payment of retirement compensation on the basis outlined in Subsections (a), (b), and (d), an officer, representative, or assistant may elect immediate payment of his pension in reduced pension on a joint and survivor basis with payments continuing to his surviving spouse. In each such case the reduced amount of retirement compensation payable under such election shall be actuarially equivalent to the retirement compensation otherwise payable. To be effective, all such elections shall conform to the rules and regulations adopted for such purpose by the I.E.C. The pro-

visions of this Subsection shall not apply to those officers, representatives, or assistants who retired on or before September 14, 1962.

(f) In the event of the death of an officer, representative, assistant, or spouse, any unused portion of his five percent (5%) contribution which was previously required shall be payable in a lump sum to the designated beneficiary.

In the event of the death of both—the officer, representative, or assistant and his spouse—any unused portion of the five percent (5%) contribution which was previously required shall be payable in a lump sum to his beneficiary.

(g) The I.E.C. shall enter into a trust agreement with a reliable and long established trust company to act as trustee in the handling and disbursement of the retirement pay.

(h) The I.S.T. shall turn over to such trust company from the General Fund the amount necessary to assure that each eligible officer, representative, or assistant shall receive his retirement pay when due.

(i) The I.E.C. is authorized to make such changes or amendments necessary to qualify this plan under Section 401(a) of the Internal Revenue Code.

(j) Any employee of the I.B.E.W. not covered by Section 11, Subsections (a) through (i), shall be covered by a retirement plan, the provisions of which shall be established by the I.B.E.W., consistent with legal requirements including, where applicable, the duty to bargain in good faith with a recognized collective bargaining representative.

(k) The I.B.E.W. shall enter into a trust agreement with a reliable and long established trust company to act as trustee

in the handling and disbursement of the retirement pay of employees covered by Subsection (j).

(l) The I.S.T. shall turn over to such trust company from the General Fund the amount necessary to assure that each eligible employee covered by Subsection (j) hereof shall receive his or her retirement pay when due.

(m) Anyone receiving such compensation must observe this Constitution and the principles it sets forth and shall do nothing directly or indirectly to injure the I.B.E.W. or its members.

(n) The I.E.C. is authorized to make such changes or amendments necessary to qualify this plan under Section 401(a) of the Internal Revenue Code.

(o) Insofar as Canadian officers and employees of the I.B.E.W. are concerned, the I.E.C. is authorized to make such changes and amendments in the Pension Plan as it deems appropriate and necessary to provide the minimum benefits required by applicable dominion or provincial laws.

(p) The I.E.C. is authorized to effect such changes and amendments in benefits by rules and regulations.

(q) The I.E.C. is empowered to establish such rules and regulations as it deems appropriate and to modify same for the effectuation and administration of the provisions of this Article. With respect to the plan for employees not covered by Section 11, Subsections (a) through (i), this power shall be exercised consistent with the provisions of Subsection (j). The I.E.C. is further authorized to make definitions of terms used in this Article and to make interpretations of these constitutional provisions and its rules and regulations, which shall be final and binding. The decisions of the I.E.C.

on all questions arising hereunder, including cases of eligibility for and computation of the amount of benefits, shall be final and binding.

(r) In no event shall any officer, representative, or assistant or any other employee of the I.B.E.W. who retires under Article III, Section 11, be paid a monthly pension benefit (as determined before any reduction required by the election of option under Subsection (e)) that is less than he would have received under Section 11 of the Constitution prior to September 30, 1974. The amount paid officers, representatives, or assistants prior to September 30, 1974, shall remain unchanged.

(s) Notwithstanding any language to the contrary in this Section 11, the International President shall have full authority and discretion to decide on compensation, retirement, and benefit coverage of organizers who are employed by the I.B.E.W.

Sec. 12. No candidate (including a prospective candidate) for International Office, and no supporter of a candidate for International Office, may solicit or accept financial support or any other direct or indirect support of any kind (except an individual's own volunteered personal time) from any non-member of the I.B.E.W. or from any foundation, corporation or other entity whose funds are derived in whole or in part from any person not a member of the I.B.E.W. This rule does not apply to the financing of litigation concerning the legal rights of candidates or other members in connection with elections for International Office.

The I.E.C. shall adopt such regulations as are necessary to implement this provision. The regulations shall provide for the maintenance of such records and the filing of such

reports, by candidates and their supporters, as may be necessary for the administration and enforcement of this section.

ARTICLE IV INTERNATIONAL PRESIDENT

Sec. 1. The I.P. shall be bonded in the minimum amount of \$500,000 for the faithful performance of his duties. Should the amount being handled at any time exceed the amount of his bond, he and the I.E.C. shall have the bond increased accordingly. He shall preside at all sessions of the I.C. When unable to preside he shall select someone else to do so. He shall perform such other duties as are outlined in this Constitution and are necessary to protect and advance the I.B.E.W.

Sec. 2. The I.P. shall see that all other officers perform their duties. In case of non performance of duties or disability or incompetence of any I.V.P. or the I.S.T., the I.P. has the power to remove such officer, with such removed officer having the right of appeal to the I.E.C.

He shall fill all vacancies, including those on the I.E.C., by appointment. Such appointments must be approved by the I.E.C.

Sec. 3. The I.P. is empowered as follows:

(a) To call a meeting of the I.E.C. whenever in his judgment such a meeting is necessary.

(b) To decide all questions of law, dispute or questions in controversy however arising, all his decisions being subject to appeal, including policy decisions, first to the I.E.C. and then the I.C. (Notice in writing of appeal from any decision of the I.P. must be filed with the I.S.T. and I.P. within thirty (30) days from the date of such decision.)

(c) To establish such departments in the organization or in the I.O., as in his judgment are necessary to protect or advance the interests, or to meet the needs of the I.B.E.W.

(d) To employ International Representatives who shall be reimbursed for actual expenses while away from home, and to employ such assistants as, in his judgment, are necessary to carry on the work of the organization, and to decide the compensation to be paid, except as provided elsewhere in this Constitution.

All representatives and assistants shall work under the direction of the I.P. and he has the power to discharge them.

(e) To employ an attorney or attorneys to act as counsel and give any other legal assistance as he deems necessary.

(f) To authorize in writing any I.V.P. to audit the books and records of any L.U. in his district or to engage an accountant for the purpose, whenever he deems such action necessary for the protection of the L.U. and its members.

(g) To prefer charges through the I.E.C. against any member who, in his judgment, is violating the Constitution or working against the welfare of the I.B.E.W. Any member against whom charges are preferred shall be so notified by the I.P. in writing, and said member shall have the right to appear before the I.E.C. in his own defense.

(h) Either to suspend or revoke the charter of any L.U., or have the I.S.T. reject the per capita tax from any L.U. that fails or refuses to observe the laws and rules of the I.B.E.W.

(i) To take charge of, *i.e.*, impose a trusteeship on, the affairs of any L.U. when in his judgment such is necessary to protect or advance the interests of its members and the

I.B.E.W., but for a period not to exceed six (6) months. If the I.P. or his representative cannot or has not adjusted the affairs of the L.U. involved at the end of this period, then he shall refer the entire case to the I.E.C. which shall render a decision at its next regular meeting. The I.P. may suspend any local officer or member who offers interference in such cases.

No financial obligation or liability of the L.U. incurred prior to or during the course of the trusteeship shall be assumed by, or become an obligation of, the I.B.E.W. without the written consent of the I.P.

(j) To remove or suspend any officer, representative, appointee or agent, of a L.U. or System Council for incompetence, or for nonperformance of duties, or for failure to carry out the provisions of this Constitution and the rules herein, or the bylaws and agreements of the L.U. or System Council, or for putting into effect or allowing to be put into effect any practice, rule, agreement, bylaw or policy not having approval of the I.P., or for failure to observe or carry out instructions or decisions of the I.P. When the I.P. removes or suspends any officer, representative, appointee or agent of a L.U. or System Council, then he can fill any such office or position by appointment of others.

(k) To appoint, if he so decides, a referee who may or may not be a member, to take testimony and report to him.

(l) To enter into, or authorize an I.V.P., representative, or assistant to enter into, agreements with any national or international labor organization or association of employers, or with any company, corporation or firm doing an interstate or interprovincial business in electrical work, to cover the entire jurisdiction of the I.B.E.W.

(m) The I.P. or his representatives shall not enter into agreements affecting wages, hours and conditions of employment where a local union agreement covering such employment already exists, without first notifying at least thirty (30) days in advance of such agreements, the local unions so concerned or affected, in a district, and then only by procuring consent of a majority of the local unions in the district or the individual local union affected by such agreement.

(n) To edit and publish the I.B.E.W.'s official monthly publication and to conduct it as a technical, economic, and trade union publication; to use its obituary section for members only, and at his discretion to publish communications in accordance with policy as defined.

(o) To develop an appropriate I.B.E.W. Honorary Membership Card which may be issued to persons outside of the regular membership who have contributed to the welfare of the I.B.E.W.

Sec. 4. The I.P. can, in any situation, delegate the powers of his office to an International Representative, Vice President or Assistant.

Sec. 5. Nothing in this Constitution shall be construed to conflict with any of the provisions of this article.

ARTICLE V

IMPERATIVE MANDATE

Sec. 1. If at any time charges are filed against the I.P. and such are forwarded to the I.S.T. with the signatures of the L.U. president and secretary, and under the seal of five (5) percent of the L.U.'s comprising the I.B.E.W., the I.S.T. shall immediately furnish a copy of such charges to the I.P. He

shall answer them within ten (10) days. The I.S.T. on receiving the answer of the I.P., shall mail a copy of the charges together with the answer of the I.P., to every L.U., and shall enclose a blank ballot, calling for a referendum vote on the question: "Shall the I.P. be upheld?"

The R.S. of each L.U. shall forward the result to the I.S.T. within sixty (60) days from the date the ballots are mailed. The votes shall be published in full in the I.B.E.W.'s official monthly publication. The ballots shall be enclosed in a sealed package and entrusted to the I.S.T. to be delivered to the next I.C. If a majority vote not to uphold the I.P., the charges are thereby upheld; and the I.E.C. shall then declare the office vacant and elect his successor.

ARTICLE VI

INTERNATIONAL SECRETARY-TREASURER

Sec. 1. The duties of the I.S.T. shall be:

To keep correct records of the proceedings of the I.C. and preserve all important papers of I.B.E.W. business; to deposit all funds in a bank or banks approved by the I.E.C., in the name of the I.B.E.W. All deposits and withdrawals shall be subject to the signature of the I.S.T.

To pay all bills and claims legally due, and any disputed items when directed by the I.P., and no item when directed not to do so.

To keep a general roll of all members with the name, age, card number and date of admission, together with those suspended, expelled, transferred, *etc.*, and also to keep a correct financial account between each L.U. and the I.B.E.W.

To receive all applications for charters, sign and grant them when authorized by the I.P., and retain charge of the seal of the I.B.E.W. and affix same to all official documents.

To receive all petitions for referenda or other votes, and to mail out the same with ballots when approved by the I.E.C., and to prepare for publication in the I.B.E.W.'s official monthly publication the results of all votes and all questions submitted to the I.E.C.

To prepare for publication in the I.B.E.W.'s official monthly publication each year the annual I.B.E.W. audit by the certified public accountant employed by the I.E.C.

To publish at least once a year a correct directory in pamphlet form of all L.U.'s with names and addresses of the R.S., F.S. and business manager or representative of each L.U.

Sec. 2. The I.S.T. shall, fifteen (15) days prior to the month in which the I.C. convenes, furnish to the I.E.C. a correct record of the convention vote to which each L.U. is entitled.

Sec. 3. The I.S.T. and the I.P. are jointly empowered to make any investment of I.B.E.W. and pension funds and to manage, change, exchange and sell any such investments and to make reinvestments and to borrow money—this power also includes the purchase, transfer, lease or sale of real estate—all subject to the approval of the I.E.C.

Sec. 4. The I.S.T. shall perform such other duties as are prescribed by this Constitution, and he shall be bonded in the minimum amount of \$500,000. Should the amount being handled by the I.S.T. at any time exceed the amount of his bond, he and the I.E.C. shall have the bond increased accordingly.

ARTICLE VII

INTERNATIONAL VICE PRESIDENTS

Sec. 1. The I.V.P.'s shall work under instructions of the I.P. and shall hold a progress meeting yearly, with the business manager and delegates from each L.U. in their districts.

The I.V.P.'s may hold additional progress meetings if they deem this necessary, with approval of the I.P. The time and place of progress meetings shall be decided by the I.V.P.'s. (The I.P. or his authorized representative shall attend a progress meeting in each district once every two (2) years when possible.) The I.V.P.'s shall perform such other duties as are stated in this Constitution.

Sec. 2. An I.V.P. shall be elected from each of the following districts:

First—Canada.

Second—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

Third—Delaware, New Jersey, New York, Pennsylvania.

Fourth—Kentucky, Maryland, Ohio, Virginia, West Virginia, District of Columbia.

Fifth—Alabama, Florida, Georgia, Louisiana, Mississippi, Puerto Rico, Republic of Panama.

Sixth—Illinois, Indiana, Michigan, Minnesota, Wisconsin.

Seventh—Arizona, Kansas, New Mexico, Oklahoma, Texas.

Eighth—Colorado, Idaho, Montana, Utah, Wyoming.

Ninth—Alaska, California, Hawaii, Nevada, Oregon, Washington, Pacific Islands.

Tenth—Arkansas, North Carolina, South Carolina, Tennessee.

Eleventh—Iowa, Missouri, Nebraska, North Dakota, South Dakota.

ARTICLE VIII

INTERNATIONAL EXECUTIVE COUNCIL

Sec. 1. The duties of the I.E.C. shall be:

To meet quarterly; to employ a certified public accountant who shall audit all the books and accounts of the International Officers, on an annual basis, at the end of the fiscal year; to act on all applications for pension, disability, or retirement benefits; to determine all proposed Constitutional amendments submitted for referendum vote; and to attend to all business properly brought before it.

Sec. 2. The members of the I.E.C. may vote and transact business by correspondence with the I.S.T., and each other, but five (5) members must concur to make such action valid.

Sec. 3. The I.E.C. shall be the committee on rules and credentials at all regular or special conventions and shall submit its report as such immediately after the convention opens.

Sec. 4. The I.E.C. shall have the power to try any L.U. or member charged with injuring the interests of I.B.E.W. by actions in violation of I.B.E.W. laws or the obligation of the member, and may revoke or suspend a charter or membership. (Nothing in this Constitution shall be construed to conflict with this power of the I.E.C.)

Sec. 5. When an appeal from any decision of the I.P. is made

to the I.E.C., then the I.E.C. shall render a decision within a reasonable period of time. However, the I.E.C. may, when it feels such is practical, act on an appeal by correspondence.

Sec. 6. Either to suspend or revoke the charter of any L.U.—or have the I.S.T. reject the per capita tax from any L.U.—that fails or refuses to observe the laws and rules of the I.B.E.W. or decisions rendered by proper I.B.E.W. authority.

Sec. 7. To take charge of, *i.e.*, impose a trusteeship on, the affairs of any L.U. when in its judgment such is necessary to protect or advance the interests of its members and the I.B.E.W. , and to suspend any local officer or member who offers interference in such cases.

No financial obligation or liability of the L.U. incurred prior to or during the course of the trusteeship shall be assumed by, or become an obligation of, the I.B.E.W. without the written consent of the I.P.

Sec. 8. If at any time the I.E.C. deems a new law necessary, it shall recommend a clause or clauses for the L.U.'s to vote upon, and should a majority vote support the recommendation, it shall become a law.

Sec. 9. In case of a vacancy in the office of the I.P., the I.E.C. shall immediately convene and elect a successor to fill the office for the unexpired term.

Sec. 10. The minutes and report of each I.E.C. meeting shall be published in full in the I.B.E.W.'s official monthly publication.

Sec. 11. A member of the I.E.C. shall be elected from each of the following districts, except the chairman who shall be elected at large:

First—Delaware, New Jersey, New York, Pennsylvania.

Second—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

Third—Indiana, Kentucky, Michigan, Ohio, West Virginia.

Fourth—Alabama, Florida, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, District of Columbia, Puerto Rico, Republic of Panama.

Fifth—Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin.

Sixth—Arizona, Arkansas, Louisiana, New Mexico, Oklahoma, Texas.

Seventh—Alaska, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming, Pacific Islands.

Eighth—Canada.

ARTICLE IX

DIVISION OF FUNDS AND PER CAPITA TAX

Sec. 1. The receipts of the I.B.E.W. shall be divided into two funds: General Fund and Pension Benefit Fund.

Sec. 2. The monthly per capita tax for each member, including each member on Participating Withdrawal Card, shall be as follows:

<i>1/1/11</i>	<i>1/1/12</i>	<i>1/1/14</i>	<i>1/1/16</i>
\$13.00	\$15.00	\$17.00	\$17.00 (18.00)*

*In accordance with the action of the 38th Convention, the International Secretary-Treasurer is authorized to increase

the per capita tax rate an additional one dollar (\$1.00), effective January 1, 2016, should the I.B.E.W. fail to meet membership growth projections (1% annually) as of June 30, 2015, as reported in the Calibre CPA Group, PLLC Financial Forecast and Projection.

Sec. 3. All money going into the General Fund shall be used for the management of the I.B.E.W. and the payment of all benefits under this Constitution not otherwise provided for.

Sec. 4. Any assessments levied shall be paid within ninety (90) days of the issuance of notice by the I.S.T. and he shall reject the per capita tax of any member failing to pay any assessment within this time, and such member shall stand suspended and without rights of any kind until the assessment is paid.

Sec. 5. Each "A" member shall pay two dollars (\$2.00) to the Pension Benefit Fund upon joining the L.U.

Sec. 6. Each "A" member and each "A" member on Participating Withdrawal Card shall pay monthly to the Pension Benefit Fund:

<i>1/1/10</i>	<i>1/1/13</i>	<i>1/1/15</i>
\$14.00	\$15.00	\$16.00

ARTICLE X

LEGAL DEFENSE

Sec. 1. Requests for assistance involving legal defense may be made to the International President. No disbursements for legal defense shall be made from the General Fund except for the legal defense of Local Unions (on behalf of their members) or for the defense of the I.B.E.W. or an Inter-

national Officer or Representative whose activity in the interest of the I.B.E.W. and in conformity with its laws results in legal involvement. All requests for legal assistance will be investigated by the I.P. and shall be subject to his approval and review by the I.E.C.

ARTICLE XI

PENSION BENEFIT FUND

Sec. 1. *Retirement Benefits.* An "A" member who retires from the electrical industry after December 31, 2006, shall be entitled to benefits in accordance with the following rules as to eligibility:

(a) *Normal Pension.* An "A" member of the I.B.E.W. in continuous good standing with five (5) or more years immediately preceding his application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership.

(b) *Optional Early Retirement Pension.* An "A" member of the I.B.E.W. in continuous good standing with twenty (20) or more years immediately preceding his application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as he lives, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, reduced by six and two-thirds percent (6 $\frac{2}{3}$ %) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of his retirement. The election of this option must be made on a form prescribed by the I.S.T. and will become effective on the date he is placed on pension. The election of this option shall be irrevocable.

(c) *Optional Spouse's Benefit.* Each "A" member retired under Section 1(a), Section 1(b) or Section 2 may, in lieu of the payment of pensions as outlined above, elect to receive a reduced pension as long as he lives, with the provision that after his death one-half of such reduced pension shall continue to be paid to his spouse thereafter as long as such spouse survives him. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension, except in the event the member and the member's spouse are subsequently divorced or in the event the member's spouse subsequently predeceases the member, the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit which would have been provided under Sec. 1(a), 1(b) or 2, as the case may be. This recalculated benefit shall commence the month of January 2002 for those members who became divorced or whose spouses predeceased them prior to or on December 31, 2001; and for all other members, as of the last day of the month next following either the date of the divorce or the death of the spouse.

Sec. 2. Disability Pension. An "A" member of the I.B.E.W. who is totally disabled and has continuous good standing of twenty (20) or more years immediately preceding his application shall receive disability pension benefits, if such application is approved after December 31, 2006, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership.

(a) Benefits will be paid commencing on the first day of the month in which it has been determined that the member became totally disabled, provided that no period of total

disability shall be considered to commence before the "A" member has completed twenty (20) or more years in continuous good standing.

(b) The applicant for disability pension benefits must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C. and shall, in the event of such approval, receive a full refund of I.O. dues from the date of commencement of his total disability. The period following the commencement of total disability shall not be counted in computing the amount of disability pension benefit.

Sec. 3. *Vesting.* An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall, if an application is filed and approved after December 31, 2006, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him to receive, commencing at age sixty-five (65), pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, less four dollars and fifty cents (\$4.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date his application was received. The applicant for vested pension rights must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C., and shall, in the event of such approval, receive a full refund of I.O. dues from the month following receipt of his application. The period following the receipt of such application shall not be counted in computing the amount of vested

pension rights. In no event shall any "A" member entitled to benefits under this Section 3 be paid a monthly pension benefit less than he would have received under the pension benefit provisions of the Constitution prior to January 1, 2007.

Sec. 4. *Death Benefits.* Upon the death of an "A" member, a death benefit shall be payable as follows:

(a) *Benefit Level.* Upon the death, after September 10, 2001, of a nonretired "A" member who then has at least six (6) months continuous and active good standing, the beneficiary to receive the death benefits payable under this Paragraph shall be paid the sum of six thousand two hundred fifty dollars (\$6,250.00) if the said "A" member died from natural causes, or the sum of twelve thousand five hundred dollars (\$12,500.00) if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a nonretired "A" member if such member was more than two months in arrears in dues payments, unless it can be demonstrated that the arrearage was not the fault of the member in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an "A" member after December 31, 2001, who is retired under Section 1 or Section 2, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars (\$6,250.00) all pension benefits paid by the I.B.E.W. Pension Benefit Fund to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an "A" member retired under Section 1 or Section 2 be less than three thousand dollars (\$3,000.00), except as provided in Section 4(c). All death benefits payable under this provision are payable without interest.

(b) *Beneficiaries.* Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, the death benefit shall be payable to the following individual(s) in the indicated order of priority: 1) member's spouse; 2) member's children; 3) member's parents; and 4) member's estate. Every "A" member shall have the right to name the person or persons, including the member's estate, who are to be the member's beneficiary or beneficiaries under the death benefit provisions of the I.B.E.W. Pension Benefit Fund. Every member shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the "A" member or the individual(s) in the indicated order of priority stated above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the I.B.E.W. Pension Benefit Fund on the second anniversary of the member's death and no benefit will be paid subsequent to the reversion.

(c) *Set Off of Death Benefit.* If the I.B.E.W. Pension Benefit Fund has sent pension checks payable to the deceased member after the member's death as a result of a failure to notify the Fund of the death of the member, and the recipient of those pension checks has not returned them to the Fund, but retained the pension money, the Fund may set off from the death benefit, and refuse to pay to any beneficiary, the amount equal to the total amount of the pension overpayment.

Sec. 5. *Benefits of "A" members who have retired and/or*

died on or before December 31, 1991. The pension benefits of an "A" member of the I.B.E.W., who has retired from the electrical industry and was placed on the pension rolls on or before December 31, 1991, shall be governed by the rules in effect as of the date they were placed on the pension rolls. Those rules are set forth in the I.B.E.W. Constitution as amended at the 33rd I.B.E.W. Convention at Toronto, Ontario, September 1986. The death benefits of an "A" member of the I.B.E.W. who has died on or before December 31, 1991, shall be governed by the rules in effect as of the date of his death, except that the rules relating to reversion of the death benefit to the I.B.E.W. Pension Benefit Fund, set forth in Section 4(b) of this Article, shall apply in the case of death benefits not yet paid on or before December 31, 1991.

Sec. 6. General Provisions.

(a) *Continuous Good Standing.* Any period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the I.B.E.W., except that years of membership when on pension or disability pension shall not be counted. Any member that transfers from "A" membership status to "BA" membership status or who is dropped from membership after six months' delinquency in dues payments or who has accepted Honorary Withdrawal Card status shall not be considered in good standing for purposes of determining eligibility for or in computing benefits under this Article. In addition, a member shall not be eligible for pension approval while such member has an outstanding L.U. trial board assessment. Provided further that, if a member who has been granted a normal pension, an early retirement pension, a disability pension, or a vested pension right returns to the electrical industry and "A"

membership, a benefit based on the period of continuous "A" membership after such return shall be added to the amount of his previous normal pension, early retirement pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of his pension, either monthly or yearly, may do so by notifying the I.S.T. Any portion of the pension so waived will not be returned to the pensioner at a later date.

(c) *Per Capita Tax of Members on Pension, Disability Pension or with a Vested Pension Right.* The per capita tax owed by "A" members who are approved for normal, early, disability or vested pension benefits under this Article is hereby waived.

(d) *Prohibition of Work.* It is a condition for admission to pension benefits, including vested pension right and the continuation thereof, that the member shall not perform any work of any kind coming under the I.B.E.W.'s jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an I.B.E.W. recognized apprenticeship program, or as an Electrical Inspector for a governmental authority where Electrical Inspectors are not covered by an approved I.B.E.W. collective bargaining agreement. A retired member shall be permitted to attend L.U. meetings, and, with the L.U.'s approval, have a voice at such meetings, but shall not have a vote; provided, that a member who comes off pension and returns to the trade prior to a L.U. election shall not be permitted to vote in the L.U. election for a period of one hundred twenty (120) days following his return to the trade. He shall observe his obligation of membership and show due obedience to I.B.E.W. laws and the bylaws of its L.U.'s.

(e) *Non-Assignment of Benefits.* No member, pensioner or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber or pledge any pension or death benefits, and such assignment, transfer, sale, mortgage, encumbrance or pledge shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any member, pensioner or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the I.E.C. shall have the right to postpone any payment under this Plan to a pensioner or beneficiary.

(f) *Computation of Pension Benefit.* The period of continuous good standing employed in calculating a member's pension benefit shall be computed as of his anniversary date, which is the first day of the month in which such member is initiated as an "A" member of the I.B.E.W. or in which such member transfers from "BA" membership status to "A" membership status or in which such member returns to "A" membership status from honorary withdrawal status or from vested pension status. A member earns a year of good standing by maintaining membership from one anniversary date up to his next anniversary date.

(g) *Forfeiture.* Members who have been expelled from membership or who have resigned from membership (other than with an approved vested benefit), forfeit all rights in any pension or death benefits payable from the Fund.

(h) *Interpretations, Definitions and Decisions.* The I.E.C. is hereby granted discretionary authority to make definitions of the terms used in this article of the Constitution and to make interpretations of or construe these constitutional pro-

visions and its Rules and Regulations which shall be final and binding. The I.E.C. is also granted discretionary authority to determine eligibility for benefits and the decisions of the I.E.C. on all questions arising hereunder, including cases of eligibility for, and computation of the amount of, benefits shall be final and binding. No benefits are authorized other than those expressly stated in the I.B.E.W. Constitution and the Rules and Regulations of the I.E.C.

Sec. 7. Members on Participating Withdrawal Cards who have maintained their continuous good standing in the I.B.E.W. and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of L.U.'s, except that notice of application shall be given to the L.U. that issued the withdrawal card to the member. Members on Honorary Withdrawal Card status shall not be entitled to a pension or death benefit under this Article.

Sec. 8. Any member violating any of the provisions of this article, or any member aiding or abetting a member to do so, after investigation by the I.E.C. and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the I.E.C. may decide.

Sec. 9. The procedures for applications for benefits and for making determinations thereon shall be as prescribed in the Rules and Regulations of the I.E.C.

ARTICLE XII PAYMENTS TO INTERNATIONAL SECRETARY-TREASURER

Sec. 1. Any L.U. hereinafter organized shall pay to the I.S.T. five dollars (\$5.00) for each "A" member admitted as a

charter member. The five dollar (\$5.00) fee shall be divided with three dollars (\$3.00) paid to the General Fund and two dollars (\$2.00) paid to the Pension Benefit Fund.

Any L.U. hereinafter organized shall pay to the I.S.T. one dollar and fifty cents (\$1.50) for each "BA" member admitted as a charter member except as may be otherwise decided by the I.P.

Each such L.U. shall receive free of cost the initial supplies.

The charter of new L.U.'s may be kept open for the reception of additional charter members for sixty (60) days after permanent organization, during which time applicants shall pay the amounts paid by the other charter members.

The charter shall not again be opened except by consent of the I.P. and the admission fee shall be the amount approved by the I.P.

Sec. 2. L.U.'s already organized shall pay to the I.S.T. fifty percent (50%) of the admission fees collected from all new members, but the maximum fee to the I.S.T. shall not be more than sixty dollars (\$60.00).

Sec. 3. Fifty percent (50%) of all money collected by L.U.'s from members of the I.B.E.W. as differences in admission fees shall be sent to the I.S.T., but the maximum fee to the I.S.T. shall not be more than sixty dollars (\$60.00).

Sec. 4. L.U.'s shall pay the I.S.T. one half of the ten dollar (\$10.00) reinstatement fee collected from "A" members in arrears. "BA" members shall pay a three dollar (\$3.00) reinstatement fee, one half of which shall be sent to the I.S.T. All members, before reinstatement, shall pay all arrearages to date of reinstatement.

Sec. 5. Each L.U. shall pay to the I.S.T. as per capita tax the amounts set forth in Article IX.

If any member is in arrears for dues to the L.U. and later pays such dues, the per capita tax for each month shall be paid to the I.S.T.

Should a member take out a Traveling Card, his per capita tax must be paid for the full life of the card at the time it is taken out. This must be sent to the I.S.T. with the next per capita payments sent after the card has been issued.

Withdrawal card members shall pay such amounts as set forth in Article IX.

Sec. 6. All per capita tax collected from members shall be in the hands of the I.S.T. or in the mail on or before the tenth (10th) of the following month.

Sec. 7. Any L.U. three (3) months in arrears in its payments to the I.S.T. may be suspended, and shall be reinstated only upon payment of an assessment, in an amount determined appropriate by a policy developed by the I.S.T., in addition to making its reports and remittances in full to the I.S.T.

Sec. 8. Payments due the I.S.T. shall be held in the treasury as a standing appropriation and do not require any vote of the L.U. to be sent to the I.S.T.

Sec. 9. A system of bookkeeping approved by the I.S.T. shall be used in all L.U.'s and the books and supplies shall be furnished at cost by the I.S.T.

Sec. 10. Any member holding good standing immediately prior to the first of the month in which the member enters the military service for the first time or is recalled to such military service, under the laws of the United States or Canada,

shall be issued a Military Service Card by the F.S. of his L.U. on application by such member.

One designated portion of the card shall be forwarded to the I.S.T. by the F.S. of the L.U. with the next per capita report filed on behalf of the L.U.

The member receiving such a card, upon being released or discharged from military service, shall within sixty (60) days thereafter deposit it with the F.S. of the L.U. that issued the card and resume payment of local union dues and per capita tax. Any member who fails to deposit such card and resume payment of local union dues and per capita tax within the time specified above shall no longer be entitled to the privileges set forth in this Section.

All members on Participating Withdrawal Cards who enter military service shall be covered by this Section, except that the Military Service Card shall be issued to them by the I.S.T.

Any member who remains in or reenters military service, without being required to do so, shall not be entitled to retain the Military Service Card, nor shall such member be issued a new one in such circumstances; provided, however, that a member serving or reenlisting in the National Guard or in the military Reserves may retain the Military Service Card benefit whenever called to active duty.

During the period that any member holds a valid Military Service Card, such member shall not be required to pay dues or per capita tax, but shall retain all membership privileges, including, but not limited to, eligibility to be a candidate for L.U. office or for International Convention delegate. In addition, all "A" members holding a valid Military Service Card shall maintain their continuous good standing and entitle-

ment to all "A" members' benefits provided by the Pension Benefit Fund.

When a L.U. provides local benefits, it shall decide whether any member issued a Military Service Card shall continue to be covered by such benefits. However, the I.B.E.W. shall in no manner be held responsible regarding the payment or nonpayment of local benefits.

ARTICLE XIII LOCAL UNION CHARTERS

Sec. 1. A L.U. may be organized by not less than ten (10) electrical workers or employees coming under the I.B.E.W.'s jurisdiction. The I.S.T. shall grant a charter when authorized by the I.P.

Sec. 2. The type of work and the territory or jurisdiction covered by a charter must be defined in approved local union bylaws. The I.P. has the right and power to divide or change the territory or jurisdiction covered by any L.U., or to take charge of and direct certain jobs or projects in or passing through any territory, when in the judgment of the I.P. such should be done.

Sec. 3. The I.P. has the right and the power to merge or amalgamate L.U.'s in any community or section where the facts, developments or conditions—in the judgment of the I.P.—warrant such action, also to decide the terms or details of any merger or amalgamation when the L.U.'s involved cannot or do not agree.

Sec. 4. When a L.U. does not—in the judgment of the I.P.—organize or protect the jurisdiction or territory awarded it, then its charter may be suspended or revoked by the I.P.

and a new L.U. established, or the jurisdiction or territory awarded to another L.U. or L.U.'s.

Sec. 5. When there is more than one branch of workers under I.B.E.W. jurisdiction represented in a L.U., the members of each branch shall define their own scale of wages, hours and working conditions.

(However, this section shall not apply when different branches, divisions or classifications come under one (1) blanket agreement. When these come under one (1) agreement they shall vote as a group.)

Sec. 6. Units may be established within a L.U. by provision in the L.U. bylaws when its jurisdiction covers more than one (1) city, town or community, or includes in its membership, employees engaged in several of the branches, divisions or classifications of the electrical industry.

A unit is to assist the L.U. in giving service to the membership and shall have no power or duties not provided in the L.U. bylaws. All unit officers and committees shall be under the supervision of the L.U. and its executive board.

Sec. 7. "A" and "BA" members may transfer from one type of membership to another in accordance with the bylaws of a L.U. but must retain such changed membership for not less than twelve (12) consecutive months, except when change is made necessary on account of transferring to a different type of work.

Sec. 8. The I.P. is empowered to authorize L.U.'s to cover such "A", "BA," or "A" and "BA" types of membership as, in his judgment, the progress of the I.B.E.W. demands. The authorized coverage shall be stated in the L.U. bylaws.

Sec. 9. Any employee engaged in work coming under the jurisdiction of I.B.E.W. charters, as above indicated and as interpreted by the I.P., may become a member of any L.U. subject to all the provisions of the Constitution.

Sec. 10. "BA" members shall not participate in the funds or benefits established and maintained under Article XI.

ARTICLE XIV RAILROAD COUNCIL CHARTERS

Sec. 1. Railroad System Councils shall be formed and composed of Railroad L.U.'s of the I.B.E.W., as conditions require and as decided by the I.P.

Sec. 2. Each council must be chartered by the I.P. The I.S.T. shall grant such charters when authorized by the I.P. The type of work and the territory or jurisdiction covered by a charter must be defined in the approved bylaws. The I.P. has the right and power to divide or change the territory or jurisdiction covered by such charter when in his judgment such should be done to advance the interests of the I.B.E.W. on railroads.

Rules for Railroad Councils

Sec. 3. The method of representation in Railroad Councils shall be determined by the L.U.'s affiliated therewith. However, each delegate to the council shall be elected in the same manner as are the officers of the L.U. he represents.

Sec. 4. Such councils shall charge a per capita tax for their support and for proper handling of their business on railroads, and such per capita tax shall not be less than one dollar (\$1.00) a month from the members of Railroad L.U.'s.

Sec. 5. The secretary of each council shall furnish to its L.U.'s and to the I.S.T. a quarterly financial report showing all receipts and disbursements.

Sec. 6. Each council shall adopt bylaws and rules to meet the needs of, or to protect and advance the interests of the I.B.E.W. on railroads. Such bylaws or rules shall in no way conflict with this Constitution. Where any doubt appears this Constitution shall be supreme. All bylaws, amendments or rules, all agreements, jurisdiction, *etc.*, of any and all kinds, shall be submitted in duplicate form to the I.P. for his approval.

Sec. 7. No such council shall put into effect, nor shall its officers, general chairman or representative put into effect or allow to be put into effect, any bylaw, amendment, rule, or agreement of any kind without first securing approval of the I.P. All these shall be null and void without such approval, and the I.P. has the power to correct bylaws, amendments, rules and agreements to conform to this Constitution and the policies of the I.B.E.W.

Sec. 8. Each council shall cooperate in the manner directed by the I.P. with such organizations as he may decide.

Sec. 9. When the I.P. deems it necessary to protect or advance the interests of I.B.E.W. members on railroads, or to organize or protect their jurisdiction, the I.P. is empowered to require such councils to employ a full time general chairman, or a sufficient number of assistant general chairmen to cover the jurisdiction or territory involved.

Sec. 10. The general chairman of each such council shall be held responsible to the council and to the I.P. for results in organizing his territory, for establishing friendly relations

with representatives of the railroads, and in protecting the jurisdiction of the I.B.E.W. He shall attend all meetings of the Executive Board of the council. It shall be his responsibility to keep accurate statistics—or to see that such statistics are kept—as required by the I.P., and to cooperate fully with the Research Department of the I.B.E.W.

Where a council has more than one general chairman, or representative, one shall be elected to be in full charge. He shall appoint any additional general chairmen, representatives or assistants, and these shall work directly under him and be subject to his authority. He may discharge them at any time. When a representative or assistant is dismissed by the general chairman in charge, he shall not be reemployed or paid by the council in any capacity during the term of office of the general chairman in charge without his consent.

Sec. 11. The officers, general chairmen, and representatives of such councils shall be guided and governed by the same rules—where such apply to them—which guide and govern the officers and representatives of the L.U.'s of the I.B.E.W.

Sec. 12. The I.P. has the power at any time to enter any situation or controversy involving a council, and his decision shall be accepted by such council and its officers, subject to appeal to the I.E.C. and I.C.

ARTICLE XV

RULES FOR LOCAL UNIONS

Sec. 1. No L.U. shall meet more than twice monthly unless specifically called. Special meetings may be called only by the business manager, railroad general chairman, or the L.U. Executive Board.

Sec. 2. Each L.U. shall adjourn its meetings not later than 11 p.m. prevailing time, and no other meetings shall be held on the same day or night. Any action taken after this hour shall be null and void. Anyone presiding over the meeting shall be held personally liable and subject to penalty from the I.P. for permitting violation of this provision. (When a L.U.'s members are engaged in operations of a continuous nature, and it is impossible or impractical to comply with the above provision, the I.P. may grant special dispensation in such cases.)

Sec. 3. Any L.U. failing to hold a regular meeting for a period of one month shall forfeit its charter, unless it shows good cause for not doing so. Seven (7) members in good standing shall constitute a quorum provided the L.U. has a membership of seventy five (75) or more. If the L.U. has less than seventy five (75) members, then five (5) shall constitute a quorum.

Sec. 4. L.U.'s shall affiliate, or shall not affiliate, with state, provincial, central or trades councils or bodies, as decided by the I.P.

Sec. 5. No L.U. shall allow any member who becomes an electrical employer, a partner in an electrical employing concern, a general manager, or other managerial position, to hold office in the L.U. or attend any of its meetings, or vote in any election of a L.U. The L.U. may allow such a member to continue his membership in the L.U., or the member may apply to the F.S. for a withdrawal card. It shall require a majority vote at a meeting to grant such card. But the L.U. has the right to require such a member to take out a withdrawal card if it so decides.

Sec. 6. L.U.'s are empowered to make their own bylaws and rules, but these shall in no way conflict with this Constitution. Where any doubt appears, this Constitution shall be supreme. All bylaws, amendments and rules, all agreements, jurisdiction, etc., of any kind or nature, shall be submitted to the I.P. for approval. No L.U. shall put into effect any bylaw, amendment, rule or agreement of any kind without first securing such approval. All these shall be null and void without I.P. approval. The I.P. has the right to correct any bylaws, amendments, rules or agreements to conform to this Constitution and the policies of the I.B.E.W. Bylaw amendments shall be submitted to the I.V.P. of that district, who will forward them to the I.P. with his recommendations. The number of copies of agreements, and the method of their submission, shall be determined by the I.P.

Approval of L.U. collective bargaining agreements by the I.P. does not make the International a party to such agreements unless the I.P. specifically states in writing that the International is a party to any such agreement.

Sec. 7. This Constitution and the rules herein shall be considered a part of all L.U. bylaws and shall be absolutely binding on each and every L.U. member.

Sec. 8. All L.U. bylaws or rules in conflict with this Constitution and the rules herein are null and void.

Sec. 9. Except when decided otherwise by the I.P., agreements between L.U.'s and employers must contain a condition that the L.U. is part of the I.B.E.W. and that a violation or annulment of an agreement with any L.U. annuls all agreements entered into with the same employer, corporation or firm and any other L.U. of the I.B.E.W.

Sec. 10. All L.U.'s shall be compelled to live up to all approved agreements unless broken or terminated by the other party or parties, which fact shall first be ascertained by the I.P. No agreement of any kind or nature shall be abrogated without sanction of the I.P.

Sec. 11. No L.U. shall allow its members to work for any employer in difficulty with it or any other L.U. of the I.B.E.W., or directly with the I.B.E.W., providing the I.P. has recognized such difficulty.

Sec. 12. No L.U. shall cause or allow a stoppage of work in any controversy of a general nature before obtaining consent of the I.P. The I.P., or his representative, has the power at any time to enter any situation or controversy involving a L.U. or any of its members, and the decision of the I.P., direct or through his representative, shall be accepted by the L.U. and its officers, subject to appeal to the I.E.C. and I.C.

Sec. 13. No L.U.'s shall by any action, law, rule, agreement or understanding, refuse to furnish members to, or prevent their members working for outside employers who have work within their jurisdiction, under the same working conditions and wages that the L.U. members work for local employers, provided that such outside employers recognize the I.B.E.W. as the collective bargaining agent on their other work.

Sec. 14. Each L.U. has the power to adopt, or subscribe to, an apprenticeship system, training program, or helper rules, as the conditions may require. However, such shall not conflict with applicable standards or policies of the I.B.E.W. or to which it is a party.

After such an apprentice has worked one year in the jurisdiction of the L.U., he shall be admitted into the I.B.E.W. through the L.U. without further action by the L.U.

Apprentices, helpers and groundmen may or may not have voice and vote at L.U. meetings or elections as the L.U. decides and as provided in the L.U. bylaws.

No apprentice shall be eligible to hold any office in the L.U., except that a member who was previously eligible to hold office in the L.U. shall remain eligible if he entered an apprenticeship program for the purpose of upgrading his classification.

Sec. 15. Each L.U. shall have a safety and health committee which shall: investigate and report serious accidents and fatalities; cooperate with the I.O. on safety and health matters; promote safety and health; and cooperate with safety and health organizations as determined by the L.U. and as directed by the I.O. Each L.U. shall investigate and report to the I.O. all serious lost time accidents and fatalities. Reports shall be submitted using the web-based, electronic version of Form 173 I.B.E.W. Report of Occupational Injury, Illness or Fatality. Nothing in this section, or in the activities of the safety and health committee, is intended to create any right or obligation enforceable by individual members or employees against the L.U., the I.B.E.W. or members of the committee.

Sec. 16. Each L.U. shall establish the amount of its admission fee subject to approval of the I.P. Such fees must be stated in the L.U. bylaws; and in case of a dispute, the fees recorded in the bylaws shall be conclusive of the correct amount.

Sec. 17. In no case shall a L.U. charge any member of the I.B.E.W. an examination fee.

Sec. 18. No L.U. shall send out, or approve the sending out of, financial appeals of any kind without first having consent of the I.P. No L.U. shall recognize or pass upon any financial appeals, *etc.*, it may receive without such appeals having received approval of the I.P.

Sec. 19. Whenever the I.P. deems it necessary to protect or advance the interests of a L.U. and the I.B.E.W., or to organize and protect its jurisdiction, the I.P. may require the L.U. to employ a sufficient number of representatives to cover the jurisdiction or territory involved.

Sec. 20. Railroad L.U.'s shall join Railroad System Federations and System Councils where such are formed. Railroad L.U.'s must contribute to the support of and conform to the laws of Railroad Councils where such are formed. Railroad L.U.'s shall cooperate in the manner directed by the I.P.

Sec. 21. L.U.'s outside the railroad industry may form System Councils for bargaining purposes, with approval of the I.P., and shall do so when directed by the I.P. Where formed, the L.U.'s affected or involved shall affiliate, and remain so, and shall pay for the support of, and conform to the approved bylaws of, such System Councils.

The I.S.T. shall grant a charter to such System Council when authorized by the I.P. The type of work and the territory or jurisdiction covered by the charter must be defined in the approved bylaws. Each delegate to the System Council shall be elected in the same manner as are the officers of the L.U. he represents.

Such System Councils, and their officers and representatives, shall be subject to and be governed by the same rules

and laws (where such apply to them) as appear in this Constitution for L.U.'s.

Sec. 22. No L.U. shall withdraw from the I.B.E.W. or dissolve as long as five (5) members in good standing object thereto. Before withdrawal, written notice must be given to the I.P., and all books, papers, charters, funds and all property are to be forwarded to the I.S.T.

Sec. 23. L.U.'s, Railroad Councils or System Councils whose charters have been revoked or suspended for violation of this Constitution, or for noncompliance with decisions rendered by proper International authority, shall have no right or power to take any action, except actions necessary to comply with the Constitution or decisions rendered by proper I.B.E.W. authority. After such action has been taken, no further action can be taken until notice from the I.P. is received that the revocation or suspension has been terminated.

Sec. 24. No L.U., or its officers, employees or representatives, is authorized to act on behalf of the I.B.E.W., or shall be deemed an agent of the I.B.E.W., except upon specific authorization granted by the I.P.

Sec. 25. The Examining Board shall supervise the examination of all applicants for membership to determine their qualifications for the trade, except for those selected as apprentices under provisions of the collective bargaining agreement. They shall review such qualifications of members as provided in Article XIX of this Constitution.

The Board shall meet at least quarterly to supervise 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.

The report on the results of all examinations shall be furnished to the Executive Board and the L.U. by the Examiners.

Parliamentary Rules

1. The chairman may save time in deciding certain questions by asking if there are any objections. If there are none, he shall declare an action adopted.

2. He shall not allow any member of the L.U. to speak more than once on the same subject until all members desiring the floor have spoken, and not more than twice, and not more than seven minutes at any one time, except those making reports.

3. Sectarian discussions shall not be permitted under any circumstances.

4. When members desire all talk or debate stopped and a vote taken, they may call for the previous question. When this is done it shall be put to a vote at once in this form: "Shall all debate be closed and the main question voted upon?" If this carries by a majority vote, then a vote shall be taken at once on the question before the meeting.

5. An appeal may be taken at the meeting on any ruling of the chairman, but not when a question of law is involved. When an appeal is taken to the meeting, the chairman shall state it in these words: "Shall the decision of your chairman be upheld?" The member making the appeal shall then state his grounds and the chairman shall give the reason for his decision. The vote shall then be taken without further debate.

6. A question can be reconsidered only at the same meeting or at the next regular meeting. If reconsidered at the same meeting, a majority vote is sufficient. If reconsidered at the next meeting, a two thirds vote is required. A motion

to reconsider must be made and seconded by two members who voted with the majority.

7. A motion can be amended only twice.

8. If a motion has been amended, then the amendment shall be voted upon first. If more than one amendment has been offered, then the vote shall be first on the amendment to the amendment; next on the amendment to the motion; and last on the original motion.

9. Motions to lay on the table, or to read a paper or document, or to adjourn, are not debatable.

10. All resolutions and resignations must be submitted in writing.

11. All other parliamentary questions not decided in these rules shall be decided by *Robert's Rules of Order Newly Revised*.

ARTICLE XVI OFFICERS OF LOCAL UNIONS

Sec. 1. Each L.U. shall have a president, vice president, recording secretary, financial secretary, treasurer, and Executive Board of not more than seven (7) nor less than three (3) members, provided that where deemed necessary for better representation in the L.U., the Executive Board may, with the consent of the I.P., have more than seven (7) members and, if the L.U. so decides, an Examining Board of not more than five (5) nor less than three (3) members. The members of the Examining Board are elected, however they are not considered local union operating officers.

Sec. 2. L.U.'s requiring a local business representative or representatives, shall elect one (1) person to be known as a

business manager. He shall appoint any and all other representatives or assistants. These shall work directly under him and be subject to his authority. He may discharge them at any time. When a representative or assistant is discharged by the business manager, he shall not be reemployed or paid by the L.U. in any capacity during the term of office of such business manager without his consent. However, this does not disqualify any discharged assistant or representative from running for office at the next election. The business manager shall be the principal officer of the L.U. and all other L.U. officers shall cooperate with the business manager and shall not work in conflict with him.

Sec. 3. Each L.U. shall also have a press secretary, registrar and as many inspectors and door foremen as the L.U. president deems necessary. These shall not be considered officers and shall be appointed by the president. They shall perform such duties as he directs. He may remove any of them and appoint others at any time.

Sec. 4. No other local offices shall be created without consent of the I.P.

Sec. 5. No L.U. shall combine the office of financial secretary and treasurer unless by special dispensation from the I.P.

Sec. 6. In each L.U. whose members participate in the Pension Benefit Fund, no member shall be eligible to serve as F.S. unless he is also a participant in the Pension Benefit Fund, unless this requirement is waived by the I.P.

Sec. 7. No L.U. shall allow dues to officers or appointees for services rendered, but the L.U. may fix such salaries for them as it decides.

Sec. 8. The officers shall serve three- or four-year terms as the L.U. bylaws may provide, or until their successors are qualified.

Sec. 9. Nominations for officers shall be held in the month of May of election years as provided in the L.U. bylaws. However, the I.P. may grant special dispensation to hold the nominations in a different month when he is satisfied good cause is shown. Where such change is to continue, the month shall be stated in the L.U.'s bylaws. Any member nominated can withdraw his name any time prior to the election, either by announcement at the meeting of the L.U. or by notifying the L.U. president in writing.

Sec. 10. No member shall be nominated for office unless he is present or signifies his willingness in writing, nor shall he be eligible for any office unless he has been a member in continuous good standing at least two (2) years in the L.U. immediately prior to nomination, providing the L.U. has been in existence for this length of time. When it is impracticable or impossible for a L.U. to elect officers with the required standing, the I.P. may grant special dispensation.

The two-year membership requirement shall not be applicable to members of L.U.'s affiliated with System Councils, who are employed by a single employer and who transfer between L.U.'s within a System Council, provided, however, that any such member must have been a member in continuous good standing for two (2) years in at least one of the L.U.'s affiliated with the System Council involved.

Sec. 11. The L.U. shall decide the manner in which the nominations and election shall be held, and such shall be stated in the L.U. bylaws. This shall not conflict with the

I.B.E.W. Constitution. There shall be one judge and as many tellers as are required, and the method of selection shall be stated in the L.U. bylaws. No member shall serve as an election judge or teller unless he has been a member in continuous good standing at least two years in the L.U.

Sec. 12. Elections of officers shall be held in the month of June of election years as provided in the L.U. bylaws. However, the I.P. may grant special dispensation to hold the elections in a different month and to extend the time for conducting the elections when he is satisfied good cause is shown. Where such change is to continue, the month shall be stated in the L.U.'s bylaws. Each L.U. shall set a definite date and time for the elections.

All elections shall be decided for the candidate receiving the most votes, unless the local union bylaws provide otherwise.

However, election to the L.U. Executive Board or Examining Board shall be decided for the candidates receiving the most votes. Where a majority of the votes cast is required and no candidate receives such majority, a run off election will be held between the two candidates receiving the highest number of votes. The time for holding a run off election shall be stated in the L.U. bylaws, where a majority vote is required.

Sec. 13. The installation of officers shall occur at the first meeting held in July following the elections. However, the I.P. may grant special dispensation for a different time for the installation of officers when he is satisfied good cause is shown. When such dispensation is granted, the time shall be stated in the L.U.'s bylaws.

Sec. 14. Any officer failing to discharge the duties of his office for two (2) consecutive meetings, unless satisfactory

excuse is given in writing, shall have his office or position declared vacant by the L.U. president, and the Executive Board shall then fill such vacancy until the next regular election.

Sec. 15. When it is decided by proper authority, and in accordance with these laws, that any L.U. officer shall be suspended or removed from office, then the L.U. president shall at once declare such office vacant. If this applies to the president, then the vice president shall declare his office vacant.

Sec. 16. Vacancies occurring in any L.U. office, and the Examining Board, shall be filled by the L.U. Executive Board until the next regular election, except when filled by the I.P. The eligibility requirements for election to the office shall apply. Vacancies in the position of press secretary, registrar, door foreman, or inspector shall be filled by the L.U. president.

Sec. 17. During the temporary absence of any officer, the president shall appoint a member to serve *pro tem*. In the absence of the president, the vice president shall automatically perform his duties. In the absence of both the president and the vice president, the recording secretary shall call the L.U. meeting to order and the L.U. shall name a temporary chairman. (This does not apply to the business manager.)

Sec. 18. All officers, at the expiration of their terms of office, shall deliver to their successors all books, papers, money and other property in their possession belonging to the I.B.E.W. or the L.U. and shall not be relieved from their bond or obligation until this has been done.

Sec. 19. All officers, appointees or employees shall turn over all books, papers and property of the L.U. in their possession to the I.P. or his representative upon his demand.

Sec. 20. No officer of a L.U., Railroad Council or System Council shall improperly use, or allow anyone to improperly use, the mailing list of members to communicate with them regarding union politics or candidates for union office. Any officer having such a list shall be held personally liable for its misuse.

ARTICLE XVII

DUTIES OF LOCAL UNION OFFICERS

President

Sec. 1. The L.U. President shall be held responsible for the strict enforcement of this Constitution and the rules herein and the L.U. bylaws. He shall be held personally liable and subject to penalty by the I.P. for failure to conduct orderly meetings or failure to carry out the responsibilities and duties imposed upon him herein.

He is empowered and shall do as follows:

(a) Preside at all meetings of the L.U. and see that each meeting is promptly adjourned not later than 11 p.m. prevailing time. When he deems it necessary to preserve order, he shall appoint members to aid him in doing so and in carrying out his rulings.

(b) He shall promptly have removed from the meeting room any intoxicated member, any disturber, or anyone not conducting himself in an orderly way, or anyone who disturbs the harmony or peace of the meeting, or who fails promptly to abide by his rulings or the action of the meeting. He shall suspend from attendance at any meeting any member who commits any of these offenses, for the balance of such meeting, and he

shall see to it that such member shall not be allowed to reenter the meeting for the remainder of the meeting. He may repeat the sentence of suspension at any subsequent meeting at which an offender persists in such conduct.

(c) He shall decide all questions of order according to the parliamentary rules stated herein, and have the deciding vote in case of a tie, and see that all assessments are paid and all penalties enforced.

(d) He shall appoint all committees, act as an ex-officio member of all committees, appoint all delegates to central, trades, and political councils or bodies, with which the L.U. is affiliated. Where the L.U. has a business manager, then he and any of his assistants shall be named by the president as delegates to the Building and Construction Trades Council and to the Metal Trades Council; and he shall appoint the registrar as delegate to conferences of bodies on political education and activity with which the L.U. is affiliated. The president shall consult and cooperate with the business manager (where the L.U. has one) on all appointments.

(e) He shall see that all committees perform the duties assigned to them within a reasonable time. He shall promptly remove any committee member not performing his duties and appoint another.

He shall see that the registrar promotes political education and activity as determined by the L.U., keeps such records as are found to be necessary to encourage all members to register and vote, and keeps the membership informed on candidates worthy of support and pending legislation of vital importance to the country, the community, and the members of the L.U.

(f) He shall either appoint an auditing committee of three members, or he or the L.U. Executive Board, as the L.U. decides, shall employ a public accountant to reconcile the books and accounts of the L.U. every three months. He shall inspect the bank book or books of the treasurer to see that L.U. moneys turned over to the treasurer have been properly and promptly deposited in the name of the L.U.

In addition, he shall employ a certified public accountant to perform an annual independent audit of the books and accounts of the L.U., in accordance with U.S. generally accepted auditing standards or their international equivalent; provided, however, should the L.U. believe it would be cost prohibitive to conduct such an annual independent audit, the L.U. can request a waiver from the I.S.T.

(g) He shall see that all funds of the L.U. are deposited in a reputable bank or banks in the name of the L.U., subject to withdrawal by check signed in the name of the L.U. and countersigned by the president and treasurer, and see that no disbursements are made except on an order countersigned by the R.S. and himself after action of the L.U. However, no action of the L.U. is necessary to pay regular or standing bills such as rent, salaries, and payments due the I.S.T.

(h) He shall notify in writing any bank, or all banks, in which the L.U. makes deposits, that the L.U. empowers the I.P. to stop withdrawal of any L.U. funds when in the judgment of the I.P. such action is necessary to protect the L.U. and its members. He shall notify such bank or banks that they are to honor and abide by any notice from the I.P. to stop withdrawals should the occasion arise. He shall send to the I.S.T. a copy of such letter or notice to any bank or banks to be made a matter of record.

(i) He shall see that the amount of bonds on the L.U. officers and employees is sufficient to protect the L.U. against any loss. The minimum bond shall be \$5,000, and the bonds are to be made through the I.O.

(j) He shall cooperate with the business manager of the L.U., if the L.U. has one, and shall not work in conflict with him. Where the L.U. has no business manager, the duties normally performed by the business manager shall be performed by the president, who is then both president/business manager, except where the L.U. is affiliated with a Railroad System Council or has a General Chairman. The president shall keep accurate statistics, or see to it that such statistics as required by the I.P. are kept by the F.S. or person designated, and shall cooperate fully with the Research Department of the I.B.E.W.

He shall perform such other duties as are prescribed herein, or may be assigned to him by his L.U. when such duties are not in conflict with this Constitution and these rules.

Vice President

Sec. 2. The vice president shall assist the president in the discharge of his duties and shall fill his place in case of the president's absence and perform such other duties as are required by this Constitution and the bylaws of the L.U.

Recording Secretary

Sec. 3. The R.S. shall keep correct minutes of each meeting of the L.U., answer all correspondence in accordance with instructions given him by the L.U. or the president, make out all orders on the treasurer for the payment of authorized bills, notify the I.S.T. of all changes in officers giving names and

addresses, and perform such other duties as are directed by the president or required by this Constitution and the bylaws of the L.U.

Financial Secretary

Sec. 4. The F.S. shall keep such books and records, and issue such receipts, as are required or approved by the I.S.T. He may, when necessary and when approved by the L.U., employ an assistant or assistants. He shall be responsible for all moneys collected by the L.U. until such funds are turned over to the treasurer or deposited in the L.U.'s bank account without delay. When he deposits any L.U. funds, he shall furnish the treasurer with the bank record of all such deposits not later than the close of the month. He shall make known to the L.U. the receipts received at such time as the L.U. decides. He shall mail to the I.S.T. the per capita report, and the money due, by the tenth (10th) of the month, unless special arrangements with the I.S.T. are made. (The L.U. shall be responsible to the I.S.T. for such payments.) If the F.S. fails to do this as required, the L.U. may be assessed an amount determined appropriate by a policy developed by the I.S.T. He shall keep a record of each member, the full name and address, and notify the I.S.T. of all suspended or expelled members.

Sec. 5. The F.S. of each Railroad L.U. shall also collect all moneys and fees due Railroad System Councils, and forward these to the council secretary on or before the tenth (10th) of the month. He shall make reports on official triplicate forms provided by the I.S.T., sending one to the council secretary, one to the I.S.T., and keeping one for the L.U. records. He shall also send on or before the tenth (10th) of the month, a

list giving the complete standing of members, showing members admitted, those leaving with Traveling Cards, suspended, expelled or dropped from the rolls, and those not working.

Sec. 6. The F.S. shall submit his books and records for inspection or audit when called upon by the I.P., the I.S.T., the L.U. president, or Executive Board.

Treasurer

Sec. 7. The treasurer shall receive from the F.S. all moneys collected or the bank record of money deposited in the L.U.'s bank account and give proper receipt for the same. He shall deposit all L.U. moneys turned over to him by the F.S. in a bank or banks designated by the L.U. in the name of the L.U. He shall make no disbursements without sanction of the L.U., except for payments of regular or standing bills such as rent, salaries and payments to the I.S.T. which do not require a vote of the L.U. and upon an order or warrant signed by the president and the R.S. He shall make an itemized statement to the L.U. as and when required by the L.U. or the president. He shall submit his books and records for inspection or audit when called upon by the I.P., the I.S.T., the L.U. president or Executive Board.

Business Manager (Where a Local Union has one)

Sec. 8. The business manager shall be the principal officer of the L.U. and shall be held responsible to the L.U. and to the I.P. for results in organizing his jurisdiction, for establishing friendly relations with employers, and for protecting the jurisdiction of the I.B.E.W. It shall be his responsibility to keep accurate statistics, or to see that such statistics as required by the I.P. are kept, and

shall cooperate fully with the Research Department of the I.B.E.W. The business manager or his designee shall serve as a permanent member of the negotiating committee and serve as a trustee on all trust funds of the L.U. provided for in the collective bargaining agreements. He shall attend all meetings of the L.U. Executive Board and have a voice but no vote. He shall have such authority and perform such other duties as are provided in this Constitution or may be provided for in the L.U. bylaws.

Executive Board

Sec. 9. The L.U. Executive Board shall meet between regular meetings of the L.U. It shall have the power to take any action that the L.U. can take, and which should be taken prior to the next regular meeting of the L.U. Matters referred to the board by the business manager, or any of his assistants, or the general chairman of a Railroad Council, shall take precedence over all other matters before the board.

Sec. 10. A quorum of the board shall consist of the majority of its members.

Sec. 11. The board shall see that all members, officers, or others who are not entitled to remain in the board meetings, shall retire after they have been heard and submitted their business to the board. When a board member is directly interested or involved in any case before the board, he shall retire.

No board member shall sit in a case which affects his own employer, or which involves a member working for the same employer. In such case the board member shall be disqualified and the president of the L.U. shall appoint a substitute or substitutes. If the president is a member of the board and is

disqualified, then the vice president shall appoint a substitute or substitutes. If the vice president is also disqualified, then the substitute or substitutes shall be named by the remaining board members. That portion of this paragraph which refers to an employer shall not apply to those L.U.'s where at least seventy five percent (75%) of the membership is in the employ of one employer.

Sec. 12. The Executive Board shall act as the trial board, hear all charges, and try all members, except officers and representatives of L.U.'s, Railroad Councils, and System Councils, for any violation of this Constitution, or the bylaws and working rules of the L.U. (See Article XXV.)

The board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so, any time within thirty (30) days from the date the decision was rendered, and it shall do so when directed by the I.V.P. or I.P.

Sec. 13. The board shall submit a report of its actions and findings to each regular meeting of the L.U. for approval, except that no approval or disapproval is to be made or action taken by the L.U., nor is any discussion to be allowed when the board reports on the cases of members charged with violations of this Constitution, or the bylaws and working rules of the L.U.

Sec. 14. The Executive Board shall cooperate fully with other officers and the representatives of the L.U. to the end that the interests of the L.U. and its members may be properly protected and advanced. The board shall perform such other duties as are outlined in this Constitution or as may be provided for in the bylaws of the L.U.

ARTICLE XVIII DUES-ASSESSMENTS-FUNDS

Sec. 1. L.U.'s shall collect dues from members either monthly or quarterly in advance. The L.U. monthly dues shall be not less than fifty cents (\$.50) in addition to applicable per capita and assessments due the I.O.

Sec. 2. All assessments imposed shall be charged by the F.S. against the member as regular dues and must be paid within the time required to protect the member's continuous good standing and benefits.

Sec. 3. No assessment shall be levied by the L.U. except by a majority vote of the members present, and no assessment can be ordered upon the night of its introduction, but must be laid over for at least two weeks for consideration.

Sec. 4. All disbursements must be on an order drawn on the treasurer signed by the president and recording secretary. However, no action of the L.U. is necessary for payment of regular or standing bills such as rent, salaries, and payments to the I.S.T.

Sec. 5. The funds and property of a L.U. shall be used only for such purposes as are approved by the I.P., or as are specified in this Constitution and as may be necessary to transact, properly manage and conduct its business.

Sec. 6. The funds and property cannot be divided among the members individually, except in the form of such benefits as may be provided by the L.U. after approval of the I.P.

Sec. 7. The funds and property are for the legitimate purposes of the L.U. while five (5) members remain therein. Should a L.U. finally dissolve, its charter, books, papers and funds shall at once be forwarded to the I.S.T.

ARTICLE XIX QUALIFICATIONS OF MEMBERS

Sec. 1. Any worker coming under the I.B.E.W.'s jurisdiction, of good character, not less than sixteen (16) years of age, is eligible for membership, provided he passes a satisfactory examination when required to do so by the L.U.

Sec. 2. If, after being admitted to membership, it is later found upon investigation that a member is not sufficiently acquainted with the branch or type of work on which he is engaged to earn or command the established wages, then a L.U. can, through its Executive or Examining Board or an especially appointed committee, require such member to revert to the proper apprentice grade and pay rate, to attend electrical study classes or devote time toward becoming a competent, properly informed electrical mechanic or employee.

ARTICLE XX ADMISSION OF MEMBERS

Sec. 1. No L.U. can admit an applicant who does not reside in, or who is not employed at the trade, in the jurisdiction of the L.U., unless the L.U. is directed to admit him by the I.P.

No L.U. can admit any applicant who formerly was a member of the I.B.E.W., or who was suspended or expelled by, or indebted to any L.U., without consent of the I.S.T. and without first consulting the last L.U. of which the applicant was a member in regard to his character and record. The I.P. shall decide any case in dispute.

No L.U. can admit any applicant for membership who is a member of another L.U. except as a traveler under the provisions of Article XXIII. No person may be a member of more than one L.U. at any one time.

Sec. 2. Each applicant for membership shall fill out an application blank furnished or approved by the I.S.T., and answer all questions. The original application or a copy must be sent to the I.S.T.

Sec. 3. The acceptance of an application for membership, and the admission of the applicant into any L.U. of the I.B.E.W., constitutes a contract between the member, the L.U. and the I.B.E.W., and between such member and all other members of the I.B.E.W.

Sec. 4. Each applicant admitted, shall, in the presence of members of the I.B.E.W., repeat and sign the following obligation:

“I, (give name) , in the presence of members of the International Brotherhood of Electrical Workers, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W. and its local unions. I will further the purposes for which the I.B.E.W. is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner.”

Sec. 5. The obligation card signed by the applicant shall be sent to the I.S.T.

The L.U. shall have each applicant, except as provided in Section 10 of this article, take the obligation before a regular meeting or outside the regular meeting in the presence of the president or the vice president or the business manager or the business manager’s designated representative or the recording secretary.

Sec. 6. Each applicant shall pay the admission fee fixed by the bylaws of the L.U. to which he applies, or such fee as approved by the I.P. and ten percent (10%) or more of such fee

must accompany the application. Admission must be completed within ninety (90) days after application is made.

Sec. 7. The names of all applicants shall be read or posted at a regular meeting of the L.U. The president shall appoint a committee to pass and report upon the applications, or the Executive Board may perform this function as the L.U. may decide.

Sec. 8. If the applicant or applicants are reported upon favorably, a ballot or vote may be taken as the L.U. may decide, except as provided in Article XV. If an applicant(s) is rejected, his or their names shall not again be proposed for membership for six (6) months, and the admission fee shall be returned to the applicant. If an applicant is rejected for membership and the reasons for rejection are found to be without just cause, the L.U. shall be directed by the I.P. to immediately accept the applicant into membership.

Sec. 9. Any candidate failing to present himself for admission within one (1) month after his election and notification thereof, unless he gives good and sufficient reasons, forfeits his admission fee and cannot again be proposed for six (6) months.

Sec. 10. Any worker or employee coming under the I.B.E.W.'s jurisdiction and residing where there is no L.U., who can qualify according to this Constitution, may become a member by filling out a regular application and sending it to the L.U. having jurisdiction; and if accepted, he shall sign the obligation card and send it to the L.U.

The I.S.T. may accept such an applicant directly if he feels there are good reasons for doing so.

Sec. 11. In the case of an organizing campaign, Sections 7, 8 and 9 of this Article may be waived by the I.P.

ARTICLE XXI

MEMBERS IN ARREARS

Sec. 1. No member is entitled to notice of the monthly or quarterly dues of his L.U., nor of arrearages, but must take notice when payments are due.

Sec. 2. When a member's working card has expired, he at once, without notice, stands suspended from all L.U. benefits.

Sec. 3. Any member indebted to his L.U. for three months' dues, or having any past due indebtedness to the I.B.E.W. for dues or assessments, shall stand suspended, and the L.U. may refuse to accept dues from any member who is indebted to it. Such member cannot be reinstated until all indebtedness has been paid, unless waived by the L.U. However, dues cannot be waived.

(However, when any "BA" member is working under an agreement requiring monthly payment of dues, a grace period of only twenty one (21) days—after the first of the month following the indebtedness—shall be allowed unless the grace period is extended by the L.U. involved.)

Sec. 4. Any member indebted to his L.U. for six (6) months' full dues shall be dropped from membership by the F.S. and cannot become a member in good standing again in the I.B.E.W. except by joining as a new member.

(However, when any "BA" member is working under an agreement requiring monthly payment of dues, a grace period of only twenty one (21) days—after the first of the month following the indebtedness—shall be allowed before being dropped from membership, unless the grace period is extended by the L.U. involved.)

Sec. 5. A member who has been assessed by a L.U. trial

board, who is appealing the assessment and making the required monthly payments in accordance with Article XXV, Section 13, retains his good standing status until the appeal process in Article XXV has been exhausted.

Sec. 6. Members who are suspended forfeit all rights and previous standing in the I.B.E.W., including any pension or death benefits payable from the Pension Benefit Fund.

ARTICLE XXII

REINSTATEMENT OF MEMBERS

Sec. 1. Any member suspended for being in arrears for three (3) months, but less than six (6) months, may apply for reinstatement.

Sec. 2. Any member in arrears, if eligible for reinstatement, shall pay his L.U. all arrearages and assessments, and reinstatement fees. "A" members shall pay a reinstatement fee of ten dollars (\$10.00) and "BA" members shall pay a reinstatement fee of three dollars (\$3.00). Half of all such fees are to be sent to the I.S.T. In addition, all "A" members shall pay a pension reinstatement fee of twenty dollars (\$20.00), all of which shall be forwarded to the I.S.T. for the Pension Benefit Fund. Reinstated members shall retain their former card number. Any reinstated applicant shall be subject to the limitations imposed by this Constitution.

Sec. 3. A reinstated member shall not be entitled to any L.U. benefits until six (6) months after reinstatement.

Sec. 4. Reinstated members' standing in the I.O. shall be the same as that of new members except as provided in Section 5 of this Article.

Sec. 5. For pension purposes only, an "A" member suspended because of an arrearage in his dues who is reinstated pursuant to the provisions of the Constitution, shall be restored to the continuous good standing he enjoyed prior to his suspension.

ARTICLE XXIII

TRAVELING CARDS

Sec. 1. Any member working in a different L.U.'s jurisdiction shall be admitted to its meeting, provided that he presents his official receipt for dues showing he is a member in good standing and he identifies himself as the rightful owner of such receipt, but he will have no voice or vote at such meeting, except as required by law.

Any member visiting a different L.U. may be admitted to its meeting at the option of the L.U., provided that he presents his official receipt for dues showing he is a member in good standing and identifies himself as the rightful owner of such receipt, but he will have no voice or vote at such meeting.

Sec. 2. Any member desiring to transfer his membership may apply to the F.S. for a Traveling Card for a stated time not to exceed three (3) months. This card shall be null and void unless deposited in some L.U. or renewed by the L.U. granting it on or before the date of its expiration. No fraction of a month shall be recognized, and all cards must date from the first day of the month and expire on the last day of the month.

Sec. 3. If a member is in continuous good standing and not under charges, the F.S. shall grant the card without a vote of the L.U. upon payment of all dues in advance for the full time for which the card is granted.

Sec. 4. The L.U. issuing the card shall pay the I.S.T. the per capita for the time the card holds good. The L.U. shall be held liable for any unpaid per capita, premiums, assessments or other items due the I.O. and which the F.S. neglected to collect.

Sec. 5. Traveling Cards may not be deposited in any L.U. which does not include the type of membership for which the card was issued, unless the member transfers to a type of membership covered by the L.U. In such case he shall be given credit for the last initiation fee he paid. Nor may a Traveling Card be deposited in a L.U. by a member of another L.U. wishing to transfer his membership, until and unless that member has been accepted by the L.U. into which he wishes to transfer. Each L.U. shall have full autonomy to accept or reject all requests for transfers. (Except as provided in Section 10.)

Sec. 6. No member shall work in the jurisdiction of another L.U. until his Traveling Card has been accepted, or he receives a working card, except by consent of the I.P. in special cases, and except in cases where L.U.'s allow their members to work by agreement or understanding in the jurisdiction of each other.

Any member violating this provision is subject to assessment at the discretion of that L.U., but the assessment shall not exceed the wages earned by such member while the violation continued. However, any member violating the working rules of another L.U. shall be subject to such punishment as decided by the L.U.

Sec. 7. When a member is away and sends dues to his home L.U., the F.S. of the home L.U. shall notify the L.U. of the same branch of the trade in whose jurisdiction the member is located, giving his name, address and card number.

Sec. 8. A member not having five (5) years continuous good standing in the I.B.E.W. shall pay any difference in admission or initiation fee to the L.U. to which he applies. No L.U. shall require a member to pay any such difference at a greater rate than one dollar (\$1.00) a day for each day he works. The L.U. may require him to pass its examination.

Sec. 9. No member of the same branch of trade with five (5) years or more continuous good standing shall be required to take any examination or pay any difference in admission fee, except when he changes his classification within the same branch, if the L.U. so decides. (This applies within a L.U. or when transferring to another L.U.) No member with five (5) years or more continuous good standing—transferring to a different branch of the trade—shall be required to pay any difference in admission fee. However, he shall pass a practical examination if the L.U. so decides.

Sec. 10. No L.U. shall refuse to accept promptly the card of and readmit any member into his home L.U. provided he has maintained his continuous good standing in the I.B.E.W. while absent from the L.U. The L.U. where a member was originally admitted into the I.B.E.W. shall be considered his home L.U. Where a L.U. or any part thereof has been amalgamated into another L.U. that L.U. shall be considered the home L.U.

When the member has changed his classification during this absence, his home L.U. is required to accept his card and change his classification back to the same classification he had when he left his home L.U.

No L.U. shall collect any difference in admission fee from a member who was admitted by the L.U. and who has

maintained his continuous good standing in the I.B.E.W. during his absence from the L.U., except in cases where the L.U. permits a change of classification on his return to the L.U., and the L.U. has established a difference in fees between the two classifications.

Sec. 11. The member's dues shall begin the first of the month after acceptance of his card. Any dues paid in advance of this date shall be returned to him by his former L.U. less the per capita.

Sec. 12. Any member leaving the jurisdiction of a L.U. owing just debts to it shall be required to pay up to the rate of not less than one dollar (\$1.00) for each day worked and shall pay up within six (6) months of notice or be dropped from membership. The indebtedness shall be collected by the F.S. of the L.U. in which the member has deposited his card. In no case shall a new Traveling Card be issued to such member until his indebtedness is paid.

Sec. 13. A member admitted on a Traveling Card shall not vote on questions of agreement, trouble or wages, until six (6) months after his card has been accepted, nor shall he be permitted to vote in the L.U. election unless he has been a member in that L.U. sixty (60) days prior to the election.

This section shall not be applicable to members of L.U.'s affiliated with Railroad Councils or System Councils who are employed by a single employer and who transfer between L.U.'s within the council, provided, however, any such member must have been a member in continuous good standing in one of the L.U.'s affiliated with such council for six (6) months or sixty (60) days as specified above.

ARTICLE XXIV

WITHDRAWAL CARDS— PARTICIPATING AND HONORARY

Sec. 1. Any member who becomes an electrical employer, a partner in an electrical employing concern, a general manager, or any other managerial position, or who retires from his trade, may apply to the F.S. for a withdrawal card. It shall require a majority vote at a meeting to grant such card. But the L.U. has the right to require such a member to take out a withdrawal card if it so decides.

Sec. 2. Any member receiving a Participating Withdrawal Card and desiring to maintain his standing in the I.B.E.W. shall deposit the duplicate portion of the withdrawal card in the I.O. and pay his per capita in advance to the I.S.T., as well as any I.O. assessments, and he shall be entitled to all benefits of the I.B.E.W. as long as he complies with its laws and maintains his continuous good standing. The Participating Withdrawal Card shall not entitle the holder to any L.U. benefits or admittance to any L.U. meeting. Upon returning to the trade, the recipient of this card shall deposit it in the L.U. which issued it. No member on Participating Withdrawal Card is entitled to notice of any payments due the I.O.

Sec. 3. Any member not desiring to maintain his standing who retires from the trade or is unemployed, or in such other cases as may be decided by the L.U., may be issued an honorary withdrawal card provided dues are paid for the previous month or the current month if the application is made after the 15th of such month.

Upon returning to the trade, or again becoming employed, and having complied with this article, he shall deposit his withdrawal card in the L.U. that issued it and

continue membership by paying the current month dues. No new initiation fee is necessary, except that any "A" member shall pay the two dollar (\$2.00) fee as required in Article IX.

Sec. 4. "BA" members not employed under the jurisdiction of the L.U. for at least a month can be shown as on honorary withdrawal without actual issuance of the card, unless the L.U. bylaws provide otherwise. Officers of the L.U. are not entitled to withdrawal status without forfeiture of their office.

However, a "BA" member, shown as on honorary withdrawal or on Honorary Withdrawal Card not exceeding two (2) months, may retain his continuous good standing in the L.U., and eligibility for local union office and as delegate to the I.C., by paying dues for the months of unemployment before becoming indebted to his L.U. for three (3) months' dues had he been employed.

Sec. 5. The validity of any withdrawal card shall be dependent upon the good conduct of the member. It can be annulled by any L.U. or by the I.P. for violation of the laws of the I.B.E.W., or the bylaws and rules of any L.U., or for working with or employing nonmembers of the I.B.E.W. to perform electrical work, or for any action of the holder detrimental to the interests of the I.B.E.W. Membership in the I.B.E.W. is automatically terminated upon annulment of any withdrawal card.

A member on a withdrawal card may be subject to charges, trial and appropriate penalty in accordance with provisions of this Constitution.

ARTICLE XXV

MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(a) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U.

(b) Having knowledge of the violation of any provision of this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U.

(c) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.

(d) Engaging in activities designed to bring about a withdrawal or secession from the I.B.E.W. of any L.U. or of any member or group of members, or to cause dual unionism or schism within the I.B.E.W.

(e) Engaging in any act or acts which are contrary to the member's responsibility toward the I.B.E.W., or any of its L.U.'s, as an institution, or which interfere with the performance by the I.B.E.W. or a L.U. with its legal or contractual obligations.

(f) Working for, or on behalf of, any employer, employer supported organization, or other union, or the representatives of any of the foregoing, whose position is adverse or detrimental to the I.B.E.W.

(g) Wronging a member of the I.B.E.W. by any act or acts (other than the expression of views or opinions) causing him physical or economic harm.

(h) Entering or being present at any meeting of a L.U., or its Executive Board, or any committee meeting while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(i) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language, creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(j) Making known the business of a L.U., directly or indirectly, to any employer, employer supported organization, or other union, or to the representatives of any of the foregoing.

(k) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(l) Causing or engaging in unauthorized work stoppages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(m) Willfully committing fraud in connection with voting for candidates for L.U. office, or for delegates to conventions.

(It shall not be considered an offense when a L.U. mails out or posts in a conspicuous place a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind except that the word "SAMPLE" shall appear prominently across the face of the ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

(1) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for L.U. office, together

with a factual record of activities within the L.U., committee assignments performed, offices held and experience gained for and in behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Board.

(2) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVI, Section 20.

(n) Soliciting advertising for yearbooks, programs, *etc.*, when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International Officers appear in such matter without consent of the I.P. Any member, any officer or representative of any L.U., or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(o) Failure to install or do his work in a safe, workmanlike manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(p) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(q) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.

(r) Willfully committing fraud in connection with obtaining or furnishing credentials for delegates to the I.C. or being connected with any fraud in voting during the I.C.

(s) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above named offenses may be assessed or suspended, or both, or expelled.

If an officer or representative of a L.U. is convicted of any one or more of the above named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

If a member, or officer or representative of a L.U., is assessed and fails to pay the assessment, a lawsuit may be filed to collect the unpaid assessment.

Charges and Trials

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by the L.U. Executive Board which shall act as the trial board in accordance with Article XVII. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and VIII.)

Sec. 3. All charges against a member or members must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read out but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than forty five (45) days from the date the charges were read at the L.U. meeting or Executive Board meeting. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an active I.B.E.W. member in good standing to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right to appeal to the I.V.P., then to the I.P., then to the I.E.C. and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so any time within thirty (30) days from the date the decision was rendered. The board shall reopen any case or cases when directed to do so by the I.V.P. or the I.P.

Sec. 7. If the accused willfully fails to stand trial—or attempts to evade trial—the trial board shall proceed to hear and determine the case just as though the accused were present.

Trials of Officers and Representatives

Sec. 8. All charges against an officer, examining board member, steward or representative of a L.U. must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and VIII.)

Sec. 9. The I.V.P. shall pass upon and determine such cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within thirty (30) days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review,

decision and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when there is new evidence or testimony, facts or circumstances, which he feels are sufficient to justify such being done.

Appeals

Sec. 12. Any member penalized or otherwise disciplined by any L.U. trial board may appeal to the I.V.P. any time within forty-five (45) days after the date of the action of the L.U. trial board. A charging party may not appeal a L.U. trial board decision.

A copy of any appeal must be filed with the L.U.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first paid the assessment, which he can do under protest. When the assessment exceeds fifty dollars (\$50.00), payments of not less than forty dollars (\$40.00) in monthly installments must be made until the assessment is paid or until a final decision on the appeal is made, whichever occurs first. The first monthly installment must be made within fifteen (15) days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered. A member who has been assessed by a L.U. trial board, who is appealing the assessment and making the required monthly payments in accordance with this section, retains his good standing status until the appeal process in this Article has been exhausted.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the Convention, to be considered, must be made within thirty (30) days from the date of the decision appealed from. (Appeals to the I.E.C. and to Conventions must be filed with the I.S.T.) If no appeal is made within thirty (30) days from the date that any decision is rendered, such decisions shall be considered final.

Sec. 17. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which a decision has been rendered, they may submit this within thirty (30) days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

ARTICLE XXVI

JURISDICTION

Sec. 1. The charter issued this organization by the American Federation of Labor states that it was granted "for the purpose of a thorough organization of the trade."

There must be a systematized knowledge of the science of electricity in all of its various applications of electron

transfer and electromagnetism. This requires a thorough understanding of the many means of production, transference, control and utilization of electricity and of the foundation or preparatory work to be performed. It is quite necessary, therefore, that the jurisdiction of the I.B.E.W. be recognized as one covering:

(a) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects.

(b) The operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled.

(c) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the transmission of data, voice, sound, video and other emerging technologies (including fiber optics, high speed data cable, *etc.*).

Sec. 2. Electrical workers shall be organized under five general branches of the I.B.E.W., namely: Outside and Utility Workers; Inside Electrical Workers; Communications Workers; Railroad Electrical Workers; and Electrical Manufacturing Workers.

Sec. 3. Keeping in mind progress for the I.B.E.W., and that all electrical work be done by its members, it is impractical to classify or divide jurisdiction of work in every detail between the various branches in this organization to meet all situations in all localities. Therefore, the classifications and divisions outlined below are necessarily of a general nature, and L.U.'s

whose jurisdiction with other L.U.'s of the I.B.E.W., or whose agreements are harmonious and conducive to the progress of the I.B.E.W., shall not be disturbed. But when harmony and progress do not prevail, or when disputes arise, the I.P. shall determine what L.U. will do certain work or jobs, consistent with the progress and best interests of the I.B.E.W. in obtaining and controlling the work in question.

Outside and Utility Workers

Sec. 4. These shall include: Foremen, linemen, electrical rail grinders, groundmen and helpers. Outside electrical inspectors, cable splicers, technicians, trimmers, maintenance men, and clerical workers. Aerial and underground cable men and combination trouble men working for distributing companies. Load dispatchers, metermen, station attendants and switchboard operators in lighting and power stations. Telephone switchboard operators and trouble men working for distributing companies. Fire and police operators, maintenance and battery men, signalmen and electrical layout men. Operators of electrical apparatus when generating, furnishing or supplying electricity.

All employees of utility employers generating or producing or transmitting or distributing electricity, gas or water.

They are to have jurisdiction over the following:

The operation, maintenance and repair of equipment owned or operated by utility employers. All electrical construction work outside of isolated plants and the property lines of any given property, but not electric signs, and not street electrical decorations, except when messenger or guy wire is necessary for support and when fed and controlled from the street.

Series arc lamps and wiring when fed and controlled from the street. All line work consisting of wood, concrete or metal (or substitutes therefor) poles or towers, including wires, cables or other apparatus supported therefrom. Line work in public, private or amusement parks.

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts and raceways when part of distributing systems outside of buildings, railroads and outside the directly related railroad property and yards. Installing and maintaining the catenary and trolley work on railroad property, and bonding of rails. All underground ducts and cables when they are installed by and are part of the system of a distributing company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations. All outdoor substations and electrical connections up to and including the setting of transformers and connecting of the secondary buses thereto.

Renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, *etc.*, and other distributed energy installations such as fuel cells, micro-turbines, *etc.*

Inside Electrical Workers

Sec. 5. These shall include: Wiremen, technicians, fixture men, crane men, crane repair men, signal men, load dispatchers, trouble men, switchboard operators and erectors, operators of electrical apparatus when generating, supplying or furnishing electricity for other than distributing companies.

Inside cable splicers, picture machine operators when the machines are used for educational or advertisement purposes other than theatrical.

Inspectors, shop men, bridge operators, crane operators, meter testers and installers, inside battery men, fire and burglar alarm installers and repair men, marine electrical workers, glass tube benders and pumpers.

They shall have jurisdiction over the following:

All electrical signs, all street electrical decorations when no messenger or guy wire is necessary for support. Installation, construction, inspection, operation, maintenance and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported therefrom and except all outdoor substations as defined in Sec. 4 hereof.

When aerial wires or cables are used to provide electric current for buildings or structures within the property lines of any given property, the inside men's jurisdiction shall start immediately after the first point of attachment of such aerial wires or cables to such buildings or structures.

Renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, *etc.*, and other distributed energy installations such as fuel cells, micro-turbines, *etc.*

Communications Workers

Sec. 6. These shall include the following divisions and classifications:

(a) Radio, television and recording engineers, technicians, operators, installers, inspectors, maintenance and repairmen and service men, engaged in the application of electricity to the transmission and transference of voice, sound and vision for commercial, educational and entertainment purposes, excepting employees of common carrier companies.

They shall have jurisdiction over the following work:

The installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, educational and entertainment purposes.

(b) Telephone and other workers, employed by common carrier communications companies, engaged in the erection, installation, operation, maintenance, repair and service work associated with telephone, and intercommunication electrical apparatus used in the transmission, transference production and reproduction of voice, sound and vision in the public or private communications services supplied by common carriers.

They shall have jurisdiction over the following work:

The erection, installation, operation, maintenance, repair and service of such telephone, and intercommunication facilities, beginning at the first point of distribution or the first terminal inside of building or property lines.

Railroad Electrical Workers

Sec. 7. Railroad electrical workers are those employed by railroad companies, including wiremen, technicians, fixture men, armature winders, meter men, electrical inspectors,

switchboard operators, generator, motor and substation attendants, electric crane operators, cable splicers, signal men and signal maintainers, power, telephone linemen and repairmen, ground men, electrical rail grinders, rail bonders, electrical bridge operators, battery men, radio and telecommunications workers, inside and outside electrical maintenance workers, and all other electrical workers employed by railroad companies.

They shall have jurisdiction over all electrical and communications work on the property or right-of-ways owned or operated by the railroad companies.

It is hereby provided, however, that under no circumstances shall they do any construction or reconstruction work where building trades mechanics are doing work in connection with it. Any dispute will be referred to the I.P. for decision.

Electrical Manufacturing Workers

Sec. 8. These shall include: All employees of companies engaged in the manufacture of products, components, equipment, apparatus, machines, devices and appliances used in the production, transmission, conversion, control, distribution, measurement and utilization of electricity.

They shall have jurisdiction over the following:

All work performed by such employees in the manufacture, testing, rebuilding and repair of these products on the premises of the company.

Sec. 9. All government workers may be organized under any of the above general branches of the I.B.E.W., as stated in Section 2.

ARTICLE XXVII

AMENDMENTS TO THIS CONSTITUTION

Sec. 1. This Constitution and the rules herein can be amended in three ways:

(a) By referendum, on petition of fifteen (15) L.U.'s of which no two (2) L.U.'s may be from the same state or province. Petitions may be submitted at any time, however, in Convention years, all petitions for referendum must be received prior to March 1st. All petitions must be submitted to the I.S.T. Proposed amendments, before being submitted by the I.S.T. for vote, must have the approval of the I.E.C. A vote on any proposal taken by referendum shall be returned to the I.S.T. by each L.U. voting, within sixty (60) days from the date submitted. A majority of those voting shall be necessary to sustain any proposal. (L.U.'s may cast the vote of their members, if they so decide.) After receiving from the L.U.'s a record of votes cast for or against any proposal, the I.S.T. shall prepare for publication in the next issue of the I.B.E.W.'s official monthly publication a report of the exact votes for and against the proposed amendment. Amendments adopted by referendum shall become effective thirty (30) days after adoption.

(b) If the I.E.C. deems an amendment is necessary, it may have the I.S.T. submit the same to the L.U.'s for vote.

(c) By the majority vote represented at a regular session of the I.C., amendments adopted by the I.C. shall become effective thirty (30) days after adoption.

Sec. 2. The I.P. shall appoint a Law Committee consisting of eleven (11) delegates elected to the I.C., at least one from each I.V.P. District. These shall meet in the I.O. fifteen

(15) days prior to the opening of the I.C. This committee shall consider all proposed amendments to be submitted to the I.C., and the committee shall have a printed report ready for the first day's session of the I.C.

Only proposed amendments and resolutions approved by L.U.'s and recommendations of International Officers shall be considered. All these must be submitted to the I.S.T. forty five (45) days prior to the opening of the I.C.

The compensation of members of the Law Committee shall be fifty dollars (\$50.00) a day and reimbursement for actual expenses. This shall cease the day the I.C. opens.

Sec. 3. If any section of this Constitution or part thereof should be held inoperative or invalid by a tribunal of competent jurisdiction, the remainder of this Constitution, or the application of said section or part thereof to persons and circumstances, other than those to which it has been held invalid, shall not be affected thereby.

The I.E.C. shall have the authority to suspend the operation of such invalid section or part thereof in the event it is declared inoperative or invalid by a tribunal of competent jurisdiction. It is further authorized in those circumstances to substitute an appropriate and legal section for the invalid or inoperative section. The said revised section shall be reported to the next succeeding convention for its approval or disapproval.

The I.E.C. is also empowered to direct the I.S.T. in his compilation and editing of the new Constitution to make such changes as are necessary to correlate the subject matter.

Sec. 4. This Constitution was adopted at St. Louis, Mo., Nov. 1891. It was amended: Chicago, Ill., Nov. 1892; Cleve-

land, Ohio, Nov. 1893; Washington, D.C., Nov. 1895; Detroit, Mich., Nov. 1897; Pittsburgh, Pa., Oct. 1899; St. Louis, Mo., Oct. 1901; Salt Lake City, Utah, Sept. 1903; Louisville, Ky., Sept. 1905; Chicago, Ill., Sept. and Oct. 1909; Rochester, N.Y., Sept. 1911; Boston, Mass., Sept. 1913; St. Paul, Minn., Sept. and Oct. 1915; by referendum in Feb. 1916; Atlantic City, N.J., Sept. 1917 and by referendum in April 1918; and in March 1919. It was again amended at New Orleans, La., Sept. 1919; St. Louis, Mo., Sept. and Oct. 1921; Montreal, Quebec, Aug. 1923; Seattle, Wash., Aug. 1925; Detroit, Mich., Aug. 1927; Miami, Fla., Sept. 1929, and by referendum in March, 1930. It was altered, amended and revised at Washington, D.C., in July 1930; amended by referendum, April 1931; March 1933; March 1935; May 1935; July 1935; March 1937; Dec. 1940. It was amended at St. Louis, Mo., Oct. 1941; by referendum Sept. 1943, and Dec. 1943. It was amended at San Francisco, Calif., Sept. 1946, and by referendum April 1947 and July 1947. It was again amended at Atlantic City, N.J., Sept. 1948, and at Miami, Fla., Oct. 1950, and by referendum June 1951, Jan. 1952, and Oct. 1952. It was further amended at Chicago, Ill., Aug. and Sept. 1954, and by referendum July 1955, November 1955, and August 1957. It was amended at Cleveland, Ohio, Sept. and Oct. 1958. Amended March 1959 by the Executive Council as authorized by the 1958 Convention. It was amended at Montreal, Quebec, Sept. 1962; at St. Louis, Missouri, Sept. 1966; and at Seattle, Washington, Sept. 1970. Amended June 1972 by the Executive Council as authorized at Seattle, Washington, Sept. 1970. Amended Sept. 1974 at Kansas City, Mo. Amended Oct. 1978 at Atlantic City, N.J., amended April 1981 by the Executive Council, amended Sept. 1982 at Los Angeles, Calif., amended June 1985 by the Executive Council. Amended Sept. 1986 at Toronto, Ontario,

amended June 1988 by the Executive Council. Amended Oct. 1991 at St. Louis, Mo. Amended Sept. 1996 at Philadelphia, Pa. Select Committee recommendations adopted by referendum March 1998. Amended Sept. 2001 at San Francisco, Calif. Amended Sept. 2006 at Cleveland, Ohio. Amended Sept. 2011 at Vancouver, British Columbia.

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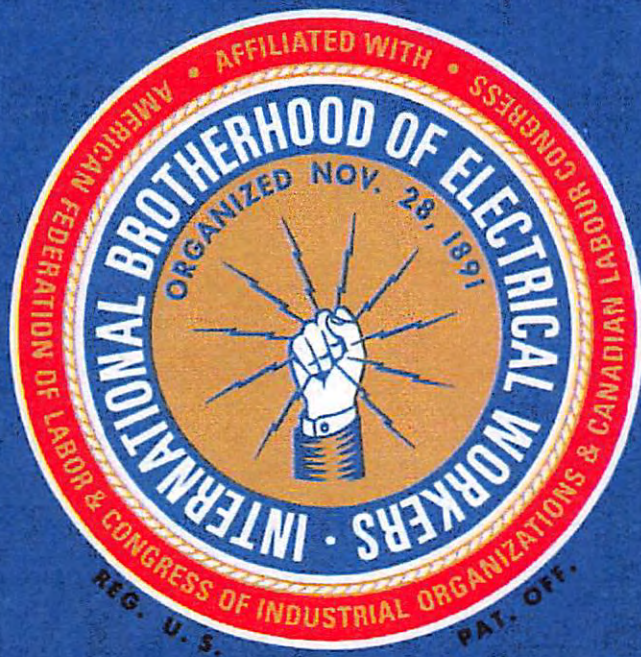
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LaRue Griffin

September 27, 2017

Via Electronic Mail and First Class Mail

Mr. Alex Pacheco
IBEW - Local 1245
30 Orange Tree Circle
Vacaville, CA 95687

Re: IBEW Petition for Recognition

Dear Mr. Pacheco:

This will respond to the petition for recognition dated April 5, 2017 ("Petition") that was filed by IBEW Local Union 1245 with Tahoe-Truckee Sanitation Agency.

Under Section 6.03 of the Rules and Regulations for the Administration of Employer-Employee Relations ("Resolution No. 4-93"), I reject the petition as the proposed representation unit is not in accordance with the appropriate units as set forth in Section 7.03 of Resolution No. 4-93.

Local 1245 may appeal this determination under Section 8.0 of Resolution No. 4-93 by sending a written notice of appeal to the T-TSA Board of Directors within 15 days of the date of this letter.

Very truly yours,

LaRue Griffin
General Manager

cc: Mr. Joseph E. Wiley – *Electronic Mail*

IBEW



Local Union 1245

30 Orange Tree Cir.
Vacaville, CA 95687

Main Phone: (707) 452-2700
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TOM DALZELL, BUSINESS MANAGER
ART FREITAS, PRESIDENT

October 10, 2017

VIA ELECTRONIC MAIL AND U.S. MAIL

Tahoe-Truckee Sanitation Agency Board of Directors
13720 Butterfield Drive
Truckee, CA 96161

Joe Wiley
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jwiley@wprlaw.com

RE: Local 1245's Appeal of La Rue Griffin's September 27, 2017 Decision Rejecting Local 1245's Petition for Recognition.

Dear Board of Directors:

On September 27, 2017, the International Brotherhood of Electrical Workers, Local Union 1245 ("Local 1245" or the "Union") received the letter attached hereto as "Exhibit A" from La Rue Griffin, General Manager of the Tahoe-Truckee Sanitation Agency ("TTSA"). In this letter, Mr. Griffin asserts that he was rejecting the Union's petition for recognition ("Petition"), submitted to TTSA on April 5, 2017, on the basis that "the proposed representation unit is not in accordance with the appropriate units as set forth in Section 7.03 of Resolution No. 4-93." (*Id.*)

In exercise of its rights under Section 8.00 of TTSA's Resolution No. 4-93 ("Local Rules"), which are attached hereto as "Exhibit B," the Union appeals Mr. Griffin's decision to the TTSA Board of Directors ("Board") on the following grounds:

I. Mr. Griffin's Determination Is Devoid of Analysis or Explanation, And Therefore Should Not Be Considered as Authoritative or Persuasive By The Board On Appeal.

Mr. Griffin's determination that the Union's "proposed representation unit is not in accordance with the appropriate units as set forth in Section 7.03 of Resolution No. 4-93" lacks any accompanying explanation as to why, specifically, he believes the bargaining unit proposed by the Union is unsatisfactory pursuant to Section 7.03 of the Local Rules. (*See* Exhibit A.) Accordingly, because Mr. Griffin has placed the Union in the untenable position of trying to interpolate the reasoning behind his conclusory decision, this decision is owed no deference by the Board in considering the Union's appeal.

II. TTSA Local Rule 7.03 Violates The Meyers-Milias-Brown Act (“MMBA”), And Therefore, If Applied By The Board, Is Tantamount To An Unfair Labor Practice.

TTSA Local Rule 7.03 states the following:

- 7.03 Units Established. The following bargaining units are hereby established.
- (a) Management, Supervisory, Confidential, Clerical and Professional. Includes all those employees having responsibility for formulating, administering, or managing the implementation of Agency policies or programs; or who have the authority, in the interest of the Agency, to hire, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, including but not limited to Chief Operators, Senior Shift **Supervisors**, Shift **Supervisors**, Laboratory **Supervisor**, Maintenance **Supervisors**, I&E **Supervisor** and Maintenance **Foremen**; or who, in the course of their duties, have access to information relating to the Agency’s administration of employer-employee relations; or who have as their job duties those duties which are primarily clerical in function.
- (b) General Employee Unit. Includes all classes of non-**supervisory**, non-management, non-confidential and non-professional positions of the Agency.

(Exhibit B, pp. 12-13) (emphasis added.)

On the other hand, the MMBA states in pertinent part:

3507.5. Designation of **management and confidential** employees of public agency

In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, any such agency may adopt reasonable rules and regulations providing for designation of the **management and confidential** employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation. **Except as specifically provided otherwise in this chapter, this section**

**does not otherwise limit the right of employees to be members
of and to hold office in an employee organization.**

Cal. Gov. Code § 3507.5¹ (emphasis added). This language contemplates the class of “supervisory” employees at a public agency as being separate and distinct from management and confidential employees. Furthermore, the California Public Employment Relations Board (“PERB”) has interpreted this provision of the MMBA not only to endow supervisors (as opposed to management and confidential employees) with the right to be represented within a same bargaining unit as the employees they directly supervise, it has also conclusively determined that a public agency’s discretion under the MMBA to designate management and confidential employees does *not* extend to the designation of supervisors. *United Clerical Emps. v. Cnty. of Contra Costa* (1977) 76 Cal.App.3d 119; *Pub. Emps. of Riverside v. Cnty. of Riverside* (1977) 75 Cal.App.3d 882.² In other words, TTSA has no legal authority to designate “supervisory” employees. By operation of law, then, TTSA Local Rule 7.03(a), along with Local Rules 2.13 (defining “Management Employee”), 2.17 (defining “Supervisory Employee”), 3.01(o) (construing among the Agency’s rights the ability to designate supervisory employees), and 7.02 (asserting that supervisory employees “may be included only in units that do not include . . . non-supervisory . . . employees”), are all void provisions. (*See generally* Exhibit B.) Simply enforcing them would constitute a per se violation of the MMBA.

Moreover, the division of labor established by Local Rule 7.03 – whereby management, confidential, professional, and supervisory employees are all placed within a *single separate unit* – not only stands in contradiction to Section 3507.5 of the MMBA, but is an affront to one of the most fundamental principles of the MMBA writ large. It is no secret that public sector unions in California do not have the right under the MMBA (nor do private sector unions have a right under the complementary federal statute, the National Labor Relations Act) to organize or represent management, confidential, or professional employees. The reasons for their exemption are both numerous and obvious – thus, no further discussion on the subject is warranted.

In light of the above, by lumping supervisory employees – who, again, are permitted to organize and join a labor union pursuant to 3507.5 – into the same bargaining unit as classes of employees that are statutorily exempt under the MMBA, Local Rule 7.03 creates the remarkable and *legally indefensible* position of permitting Local 1245 to not only organize statutorily exempt employees, but furthermore – if the Union were somehow able to attain majority support from those employees – to *actually represent* what are deemed under the law to be non-representable classifications! Because such an outcome is clearly prohibited by the MMBA, PERB would have no problem nullifying such a bargaining unit upon TTSA’s request. Perhaps this is what TTSA is hoping for – that is, to put employee organizations in a position where they must violate the law to organize TTSA’s employees. Hopefully, this is not the case, and rather, Local Rule 7.03 was the result of a benign drafting error. Either way, Local Rule 7.03 is a void provision, and cannot be enforced against Local 1245 without violating the MMBA.

¹ A copy of this section of the California Government Code is attached hereto as “Exhibit C.”

² A copy of these two PERB Decisions are attached hereto, respectively, as “Exhibit D” and “Exhibit E.”

Fortunately for TTSA, its Local Rules include a severability clause, which can be utilized in this case to excise 7.03 (and the other void provisions described above):

Section 11.00 Severability

11.01 If any provision herein, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these rules and regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(Exhibit B, p. 15.) If TTSA accepts the Union's proposed bargaining unit,³ and allows the Union to proceed in the fashion outlined in "Section III" of this Appeal (*infra*), the Union will gladly withdraw the various litigation it has initiated before PERB, and the TTSA may choose, at its discretion, to keep its remaining Local Rules intact.

If, on the other hand, the Board upholds Mr. Griffin's decision and rejects the instant Appeal, Local 1245 will have no choice but to litigate this matter through PERB, alongside the Union's interference charge. For the reasons enumerated above (and below), the Union's chances of success in having TTSA's various unreasonable Local Rules stricken are high, if not absolute. Accordingly, The Union encourages the Board to avoid the unnecessary time, effort, and expense that would be required to fight a losing battle (no less one that, at its heart, seeks to frustrate the will of its employees and exacerbate internal divisions and tension), and accept the appropriate and carefully-considered bargaining unit that has been proposed by Local 1245.

III. After Utilizing Local Rule 11.00 To Excise The Void Provisions Described Above, Including 7.03, TTSA Must Comply With The Further Mandates Of The MMBA In Processing The Union's Petition For Recognition.⁴

- (a) **Insofar As TTSA Local Rule Section 6.00 Requires An Election In Instances Where An Employee Organization Has Authorized Proof Of Support From A Majority Of The Proposed Bargaining Unit Employees, Rather Than An Authorized Card-Verification By A Neutral Third Party, This Local Rule Section Is Likewise Void And Unenforceable.**

³ To clarify, the Union is only seeking to represent those classifications expressly listed in its petition for recognition, which is attached hereto (without accompanying exhibits) as "Exhibit F." Consequently, the Union hereby withdraws its request to represent "any other full-time and regular part-time classifications employed by Tahoe-Truckee Sanitation Agency which are not Confidential and/or Supervisory employees as defined by the MMBA." (*Id.*)

⁴ Please be advised that if the Board, in responding to the instant Appeal, refuses to address the issues identified in this Section of the Appeal, Local 1245 will consider any counter-arguments and defenses as having been waived by TTSA in all future proceedings relating to this matter, and will encourage PERB to do the same. Also, such refusal would constitute further evidence of TTSA's bad faith, dilatory tactics, and unlawful interference.

In pertinent part, the MMBA states the following regarding unit determinations and representation procedure:

(a) Unit determinations and representation elections shall be determined and processed in accordance with rules adopted by a public agency **in accordance with this chapter**. [...]

[...]

(c) **A public agency shall grant exclusive or majority recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization.** In the event the public agency and the employee organization cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization. In the event that the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

Cal. Gov. Code § 3507.1⁵ (emphasis added).

Section 6.00 of TTSA's Local Rules butchers the applicable law in several ways. First, contrary to the explicit language above (highlighted in bold), the Local Rules require an initial authorized card-check, but only for threshold purposes to verify which individual employees signed the cards (*see* Local Rules 6.02, 6.03, and 6.04). (Exhibit B, pp. 8-9.) Second, rather than submitting the petition and authorization cards to a neutral third party, Local Rule 6.03 requires the Union to hand them over to an "Employee Relations Officer," who is a designee of TTSA. (*Id.*) Finally, while it is not entirely clear from the language, it appears as though Local Rule 6.06 unlawfully requires Local 1245 to submit to an election, even though Local 1245 presently has (and can prove) majority support vis-à-vis its signed authorization cards. (*Id.*, p. 9.) Accordingly, Section 6.00 of the Local Rules is likewise void and unenforceable under the MMBA.

⁵ A copy of this section of the California Government Code is attached hereto as "Exhibit G."

Because Local 1245 has signed authorization cards representing support among a majority of those employees within its proposed bargaining unit – which, for reasons described above, is the only appropriate unit under the circumstances – by operation of MMBA Section 3507.1, the only legally satisfactory manner in which to proceed in this case would be to submit those cards to a neutral third party to determine whether Local 1245, in fact, has majority support necessary for exclusive recognition. Accordingly, the Union respectfully requests that the Board/TTSA process the Union’s petition for recognition and its authorization cards in accordance with MMBA Section 3507.1, rather than by the procedure detailed in its unenforceable Local Rules Section 6.00; if the Board declines this request, Local 1245 further requests that the Board explain its reasons for doing so.

(b) Under The MMBA, The Union’s Signed Authorization Cards Are Valid.

Local Rule 2.15 states the following:

2.15 Proof of Employee Support. An authorization card recently signed and personally dated by an employee. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words “recently signed” **shall mean within ninety (90) days prior to the filing of a petition or card.**

(Exhibit B, p. 3) (emphasis added.) The language highlighted in bold directly conflicts with PERB Regulation 32700 (“Proof of Support”), which states:

(c) Any proof of support validly obtained within **one year immediately prior to the date the petition** or amendment requiring employee support is filed shall remain valid and may be used as proof of support to qualify for appearance on the ballot in an election, provided the employee's job classification is included in the unit in which the election is to be conducted.

Cal. Code of Regs. § 32700(c).⁶ Due to this conflict, Local Rule 2.15 is likewise void and unenforceable, and must be excised in accordance with Local Rule 11.00.

The employees who signed authorization cards and returned them to Local 1245 did so within the three (3) months immediately preceding the Union’s Petition, which was submitted to TTSA on April 5, 2017, making them valid under the MMBA. Thus, Local 1245 respectfully requests that the Board/TTSA, in processing the Union’s Petition, concede the validity of the Union’s signed authorization cards; again, if the Board declines this request, Local 1245 further requests that the Board explain its reasons for doing so.

⁶ A copy of this section of the California Code of Regulations is attached hereto as “Exhibit H.”

Thank you,

A handwritten signature in black ink that reads "Alex Pacheco". The signature is written in a cursive style with a long horizontal stroke at the end.

Alexander Pacheco
General Counsel
IBEW Local Union 1245

Encls//
Exhibits A-H

Exhibit A

TAHOE-TRUCKEE SANITATION AGENCY



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September 27, 2017

Via Electronic Mail and First Class Mail

Mr. Alex Pacheco
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Re: IBEW Petition for Recognition

Dear Mr. Pacheco:

This will respond to the petition for recognition dated April 5, 2017 ("Petition") that was filed by IBEW Local Union 1245 with Tahoe-Truckee Sanitation Agency.

Under Section 6.03 of the Rules and Regulations for the Administration of Employer-Employee Relations ("Resolution No. 4-93"), I reject the petition as the proposed representation unit is not in accordance with the appropriate units as set forth in Section 7.03 of Resolution No. 4-93.

Local 1245 may appeal this determination under Section 8.0 of Resolution No. 4-93 by sending a written notice of appeal to the T-TSA Board of Directors within 15 days of the date of this letter.

Very truly yours,

LaRue Griffin
General Manager

cc: Mr. Joseph E. Wiley – *Electronic Mail*

Exhibit B

RESOLUTION NO. 4-93

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE TAHOE-TRUCKEE SANITATION AGENCY ESTABLISHING
RULES AND REGULATIONS FOR THE ADMINISTRATION OF
EMPLOYER-EMPLOYEE RELATIONS

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE TAHOE-TRUCKEE SANITATION AGENCY as follows:

SECTION ONE:

The Board of Directors of the Tahoe-Truckee Sanitation Agency hereby adopts the following rules and regulations for the administration of employer-employee relations:

TAHOE-TRUCKEE SANITATION AGENCY
EMPLOYER-EMPLOYEE RELATIONS

Section 1.00 General Provisions

Statement of Purpose. This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations regarding the Agency and its employee organizations and regarding matters that directly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate units. However, nothing contained herein shall be deemed to supersede the provisions of State law, local ordinances, resolutions and rules which establish and regulate the merit system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the Agency.

Section 2.00 Definitions

As used herein, the following terms shall have the meanings indicated:

- 2.01 Agency. When used alone, means the Tahoe-Truckee Sanitation Agency.
- 2.02 Appropriate Unit. A grouping of Agency classification of positions, established pursuant to these rules and regulations.
- 2.03 Board. When used alone, the Board of Directors of the Tahoe-Truckee Sanitation Agency.
- 2.04 Confidential Employee. An employee, who in the course of his or her duties, has access to information relating to the Agency's administration of employer-employee relations, including, but not limited to, any information not generally available for public dissemination. Confidential Employee shall include all Management Employees, Executive Secretary/Secretary of the Board, Administrative Secretary, Accountants, Bookkeepers, Computer Operators, Billing Clerk, Purchasing Agent, and Secretaries.
- 2.05 Consult/Consultation in Good Faith. To communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process.
- 2.06 Department Head. The highest management level person having overall supervisory responsibility over an established department.
- 2.07 Day. Calendar day unless expressly stated otherwise.
- 2.08 Employee. A person who is legally occupying a position in the Agency service or who is on authorized leave-of-absence from such a position, and is employed in either a regular full-time or regular part-time position.
- 2.09 Employee Relations Officer. The person designated by the Board to be the Employee Relations Officer.
- 2.10 Exclusively Recognized Employee Organization. An employee organization which has been formally acknowledged by the Agency as the employee organization that solely represents the employees in an appropriate representation unit pursuant to these rules and regulations.
- 2.11 Meet and Confer. The process whereby representatives of the Agency and of exclusively recognized employee organizations in good faith exchange information, opinions, and proposals to endeavor to reach agreement on wages, hours, and other terms and conditions of employment, as contemplated by Government Code

Section 3505.

- 2.12 Majority. More than fifty (50) percent.
- 2.13 Management Employee. An employee having responsibility for formulating, administering or managing the implementation of Agency policies or programs. Management Employees shall include the Department Heads, and Supervisory Employees.
- 2.14 Professional Employee. Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, those classes of employees defined in Government Code Section 3507.3.
- 2.15 Proof of Employee Support. An authorization card recently signed and personally dated by an employee. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition or card.
- 2.16 Scope of Representation. All matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, but not including consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- 2.17 Supervisory Employee. Any employee having authority, in the interest of the Agency, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 2.18 Valid Election. An election held pursuant to procedures contained in these rules and regulations which results in one choice having a majority of the valid votes cast in its favor.

Section 3.00 Agency Rights

- 3.01 The Board of Directors retains the exclusive right, except as otherwise noted herein, to manage the Agency, and to carry out its constitutional, statutory, financial, and managerial functions and responsibilities. Nothing in these rules and regulations shall be construed to require the Agency to meet and confer on any matter which is hereby determined to be an exclusive right of

the Agency. The exclusive rights of the Agency include, but are not limited to:

- (a) Manage the Agency generally and determine the issues of policy, to include the determination of facts as the basis of management decision;
- (b) Determine the necessity for and organization of any service or activity conducted by the Agency, and to expand or diminish services;
- (c) Determine the nature, manner, means, technology, equipment, facilities, personnel, and extent of services to be provided to the public;
- (d) Determine the methods, means, and priority of financing all operations of the Agency;
- (e) Determine the organizational structure, staffing size and composition, and to allocate and assign the work by which Agency operations are to be conducted including the content of job classifications;
- (f) Contract or subcontract work performed for the Agency as deemed appropriate for the efficient operation of the Agency;
- (g) Schedule employees in accordance with work requirements as determined by the Agency, and to establish and modify work schedules and assignments;
- (h) Lay off employees from partial or total duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive;
- (i) To dismiss, suspend without pay, demote, reprimand, transfer, withhold merit increases, or otherwise discipline employees, subject to the requirements of law;
- (j) Determine minimum qualifications, job duties, selection procedures and standards, and job classifications, and to reclassify employees when operational conditions warrant;
- (k) Hire, transfer, promote, and demote employees for non-disciplinary reasons;

- (l) Determine policies, procedures, rules, and practices governing the administration of personnel matters that do not conflict with, or contravene, application to employees covered by an active Memorandum of Understanding, and to require compliance therewith;
- (m) Restrict the activity of any employee or person on Agency property except as set forth in these regulations;
- (n) Take any and all necessary actions to carry out the mission of the Agency in emergencies; and
- (o) Determine which Agency employees are management, supervisory and confidential personnel.

3.02 Nothing in these rules and regulations is intended to restrict consultation or meeting and conferring with recognized employee organizations regarding matters within the right of the Agency to determine, nor to restrict the duties or authorities vested by law in the Agency, its Board of Directors or its General Manager.

Section 4.00 Employee Rights

- 4.01. Agency employees shall have the right to join and participate in the lawful activities of an employee organization. Employees shall also have the right to refuse to join or participate in the activities of an employee organization and shall have the right to represent themselves individually at any time in their employment relations with the Agency.
- 4.02 No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Agency or by any employee organization because of the exercise of these rights.
- 4.03 Professional employees shall not be denied the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees.

Section 5.00 Rights of Recognized Employee Organizations

- 5.01 An exclusively recognized employee organization shall have the following rights with regard to employees in its bargaining unit:
 - (a) To represent employees in the unit in their employment relations with the Agency and to meet and confer in good faith with the Board or management representative(s) on matters within the scope of representation.

- (b) Except in cases of emergency, to have reasonable written notice of any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of its representation and the opportunity to meet with the Board or its representative prior to the adoption of such proposal. In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and the opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.
- (c) To have an authorized representative of the recognized employee organization who may contact members of his/her organization in Agency facilities provided he/she has first made arrangements with the management or supervisory employee in charge. This right does not extend to contacting Agency employees on Agency time who are not members of the particular employee organization, and soliciting membership or representation rights in an employee organization shall not be done during working hours.
- (d) To have a reasonable number of employee representatives allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with management representatives on matters within the scope of representation.
- (e) Payroll deductions of membership dues and insurance premiums as provided in Section 9.04 of these rules and regulations.
- (f) To reasonable use of Agency facilities for meetings upon timely application in writing stating the purpose for such use. Such use shall not occur during regular work hours. The Agency reserves the right to condition such use on payment of appropriate charges to offset the cost of such use of the facilities.
- (g) To the use of reasonable space on bulletin boards as specified by the Agency. All materials shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted materials shall not be obscene, defamatory, of a partisan political nature, misleading, violative of any federal, state or local ordinance, law, statute or rule. Such materials shall not pertain to public issues which

do not involve the Agency and its relations with employees. All posted materials shall be neatly displayed and bear the identity of the sponsor and the date of posting. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. The Agency reserves the right to determine where bulletin boards may be used. Any employee organization that does not abide by these rules shall forfeit its right to have materials posted on Agency bulletin boards.

- (h) To reasonable access to nonconfidential information pertaining to employment relations as contained in the public records of the Agency, subject to limitations and conditions set forth in this rule and Sections 6250-6260 of the California Government Code. Such information will be made available during regular office hours and after payment of reasonable costs, where applicable. Nothing herein shall be construed to require disclosures which constitute an unwarranted invasion of privacy or are gathered pursuant to promises to keep the source confidential. Nor shall anything herein be construed to require disclosure of records that are working papers or memoranda not retained in the ordinary course of business, records pertaining to litigation to which the Agency is party, or to claims or appeals which have not been settled. The Agency shall not be required to do research or assemble data in a manner other than that usually done by the Agency.
- (i) Any other rights granted recognized employee organizations by Sections 3500-3510 of the Government Code.

Section 6.00 Representation Proceedings and Decertification

6.01 Filing of Recognition Petition by Employee Organization. An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

- (a) Name and address of the employee organization.
- (b) Names and titles of officers.
- (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
- (d) A statement that the employee organization has, as

one of its primary purposes, representing employees in their employment relations with the Agency.

- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
- (f) Certified copies of the employee organization's constitution and by-laws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notices sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, creed, sex, ancestry, marital status, physical handicap, medical condition, or national origin.
- (i) The job classifications or position titles of employees in the unit for which the petition is filed and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support as herein defined to establish that at least a majority of the employees in the petitioned unit have designated the employee organization to represent them in their employment relations with the Agency. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
- (k) A request that the Board of Directors formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

6.02 The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct, and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

6.03 Agency Response to Recognition Petition. Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

- (a) There has been compliance with the requirements of

the Recognition Petition; and

- (b) The proposed representation unit is one of the appropriate units set forth in Section 7.03 of these rules and regulations.

6.04 If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, the Officer shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefor in writing. The petitioning employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations.

6.05 Open Period for Filing--Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees by means of posting on Agency bulletin boards that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit, by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6.01.

6.06 Election Procedure. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the State Mediation and Conciliation Service and verified by the Employee Relations Officer and one representative of each of the concerned employee organization(s), in accordance with its rules and procedures subject to the provisions of these rules and regulations.

- (a) All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Section shall be included on the ballot, as shall be a choice designated as "No Organization".
- (b) Employees entitled to vote in such election shall be those persons employed in regular positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of absence, and who are employed by the Agency in the same unit on the date of the election.

- (c) An employee organization receiving a majority of the valid votes cast shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.
- (d) There shall be no more than one valid election under these rules and regulations pursuant to any petition in a 12 month period affecting the same unit.
- (e) Cost of conducting election, if any, shall be borne in equal share(s) by each employee organization appearing on the ballot.

6.07

Procedure for Decertification of Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of recognition, or during a thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect more than one (1) year. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The names of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer

represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

- (d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent that includes the allegation and information required under paragraph 6.07(c) and otherwise conforms to the requirements of Section 6.01.

The Employer Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Section. If the Officer's determination is in the negative, the Officer shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization, and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefor in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations. If the determination of the Employee Relations Officer is in the affirmative, or if the Officer's negative determination is reversed on appeal, the Officer shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) working days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 6.06.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 7.00 Unit Determination

7.01 Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the Agency and its compatibility with the primary responsibility of the Agency and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. Factors to be considered in assigning classifications to units shall be:

- (a) Largest feasible grouping of Agency employees having a community of interest and constituting an entity appropriate for representation purposes;
- (b) Past history of employee representation in the unit, among other Agency employees, and similar public employment;
- (c) Similarity of duties, responsibilities, wages, education and working conditions;
- (d) The effect on existing classification structure in dividing a classification among two or more units; and
- (e) The statutory right of professional employees to be represented separately from nonprofessional employees.

7.02 Notwithstanding the foregoing provisions of this Section, management, supervisory and confidential employees may be included only in units that do not include non-managerial, non-supervisory and non-confidential employees and such management, supervisory and confidential employees shall not represent a recognized employee organization which represents other employees of the Agency and professional employees shall not be denied the right to be represented in a separate unit from non-professional employees.

7.03 Units Established. The following bargaining units are hereby established.

- (a) Management, Supervisory, Confidential, Clerical and Professional. Includes all those employees having responsibility for formulating, administering, or managing the implementation of Agency policies or programs; or who have the authority, in the interest of the Agency, to hire, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to

direct them, or to adjust their grievances, or effectively to recommend such action, including but not limited to Chief Operators, Senior Shift Supervisors, Shift Supervisors, Laboratory Supervisor, Maintenance Supervisors, I&E Supervisor and Maintenance Foremen; or who, in the course of their duties, have access to information relating to the Agency's administration of employer-employee relations; or who have as their job duties those duties which are primarily clerical in function.

- (b) General Employee Unit. Includes all classes of non-supervisory, non-management, non-confidential and non-professional positions of the Agency.

7.04 Allocation of Classifications to Units. The Employee Relations Officer shall allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section after consulting with recognized Employee Organizations.

7.05 Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications or redefinition of established units may be considered by the Employee Relations Officer only during the period specified in Section 6.07. Such requests shall be submitted in the form of a formal proposal or Recognition Petition, which in addition to the requirements set forth in Section 6.01 of these rules and regulations, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sections 7.01-7.02 hereof. The Employee Relations Officer shall process such petitions or formal proposals as other Recognition Petitions under Section 6.00.

- (a) The Employee Relations Officer may, on his/her own motion, propose that an established unit be modified or redefined. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a consultation concerning the proposed modification(s), at which time all affected employee organizations shall be heard if they so desire. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sections 7.01 and 7.02, subject to approval of the Board of Directors, and shall give written notice of such modification or redefinition to the affected employee organization prior to approval of the Board. If a unit is modified or redefined

pursuant to the motion of the Employee Relations Officer hereunder and if such modification or redefinition results in a substantial change in a pre-existing unit, employee organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new or redefined appropriate unit(s) pursuant to Section 6.01 hereof.

Section 8.00 Appeals

- 8.01 Appeals. An employee organization aggrieved by an allocation of classes to a unit by the Employee Relations Officer under Section 7.04 may, within ten (10) days of notice thereof, appeal such determination to the Board of Directors for final decision.
- 8.02 An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 6.01), Challenging Petition (Sec. 6.05) or Decertification or Recognition Petition (Sec. 6.07)--or employee aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 6.07)--has not been filed in compliance with the applicable provisions of these rules and regulations, may, within fifteen (15) days of notice of such determination, appeal the determination to the Board of Directors for final decision.
- 8.03 Appeals to the Board of Directors shall be filed in writing. Decisions of the Board determining the substance of the dispute shall be final and binding.

Section 9.00 Administration

- 9.01 Maintenance of Recognized Status and Submission of Current Information. A Recognized Employee Organization shall furnish to the Employee Relations Officer all changes in the information filed with the Agency by such recognized employee organization under items (a) through (h) of its Recognition Petition under Section 6.01 within fourteen (14) days of such change.
- 9.02 Payroll Deductions on behalf of Employee Organizations. Upon formal certification by the Agency of an Exclusively Recognized Employee Organization, only such recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by such a recognized employee organization on forms acceptable to the Agency.
- 9.03 Administrative Rules and Procedures. The Employee Relations Officer is hereby authorized to establish such

administrative rules and procedures, not in conflict with these rules and regulations, as appropriate to implement and administer the provisions of these rules and regulations after consultation with affected employee organizations.

Section 10.00 Miscellaneous Provisions

10.01 Construction. These rules and regulations shall be administered and construed as follows:

- (a) Nothing herein shall be construed to deny to any person, employee, organization, the Agency, or any authorized officer, body or other representative of the Agency, the rights, powers and authority granted by Federal or State law or local resolutions and ordinances.
- (b) These rules and regulations shall be interpreted so as to carry out its purposes as set forth in Section 1.00.
- (c) Nothing herein shall be construed as making the provisions of California Labor Code Section 923 applicable to Agency employees or employee organizations.

Section 11.00 Severability

11.01 If any provision herein, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these rules and regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 12.00 Implementation

12.01 The rules and regulations herein governing employer-employee relations shall become effective upon adoption by the Board of Directors.

Section 13.00 Prior Policies Repealed

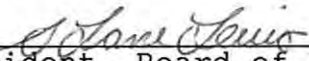
13.01 To the extent that the terms and provisions of these rules and regulations may be inconsistent or in conflict with the terms or provisions of any other or prior employer-employee relations policies and procedures, ordinances, resolutions, rules or regulations of the Agency governing the same subject, the terms of these rules and regulations shall prevail and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

SECTION TWO:

This Resolution shall be in full force and effect upon adoption.


PASSED AND ADOPTED by the Board of Directors of the Tahoe-Truckee Sanitation Agency, County of Nevada, State of California, on the 25th day of June, 1993, at a meeting of the Board by the following vote:

AYES: Directors Butterfield, Allen, Lewis and McIntyre
NOES: None
ABSENT: Director Forsberg



President, Board of Directors


ATTEST:



Secretary of the Board

CERTIFICATE

I hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 4-93, duly and regularly adopted by the Board of Directors of Tahoe-Truckee Sanitation Agency, County of Nevada, on June 25, 1993.



Barbara A. Bayer, Secretary
Board of Directors
Tahoe-Truckee Sanitation Agency

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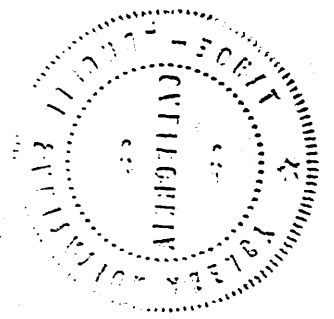


Exhibit C

Document By **WESTLAW**

West's Annotated California Codes
Government Code (Refs & Annos)
Title 1. General
Division 4. Public Officers and Employees (Refs & Annos)
Chapter 10. Local Public Employee Organizations (Refs & Annos)

West's Ann.Cal.Gov.Code § 3507.5

§ 3507.5. Designation of management and confidential employees of public agency

Currentness

In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in [Section 3507](#), any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.

Credits

(Added by Stats.1968, c. 1277, p. 2403, § 1. Amended by Stats.1969, c. 1389, p. 2837, § 1.)

[Notes of Decisions \(16\)](#)

West's Ann. Cal. Gov. Code § 3507.5, CA GOVT § 3507.5
Current with urgency legislation through Ch. 543 of 2017 Reg.Sess

End of Document

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Exhibit D

Document By **WESTLAW**

76 Cal.App.3d 119, 142 Cal.Rptr.
735, 97 L.R.R.M. (BNA) 2705

UNITED CLERICAL EMPLOYEES, LOCAL
2700 et al., Plaintiffs and Respondents,
v.
COUNTY OF CONTRA COSTA et
al., Defendants and Appellants.

Civ. No. 39641.
Court of Appeal, First District, Division 2, California.
Dec. 22, 1977.

SUMMARY

In an action by a county employees union against the county, the trial court issued a permanent injunction enjoining defendants from designating all employees exercising supervisory authority as management employees and from refusing to recognize a certain class of supervising clerks as representative of the union in meet and confer session. The trial court found that persons classified in the supervising clerk class did not in fact exercise and possess the supervisory authority which would have rendered them management employees within the meaning of a county ordinance and that the employees in the supervisory clerical unit were not management or confidential employees within the meaning of the Brown Act, [Gov. Code, § 3507.5](#), restricting such employees from representing any employee organization on matters within the scope of representation. The record indicated that two such supervising clerks had been chosen by the union to represent it, but defendant had refused to meet and confer with the two representatives. It also indicated that although the job description for the class of supervisors in question indicated that they selected prospective employees and participated in employee discipline, documentary evidence showed that the two specific clerks in question had no power to hire, fire, promote or transfer employees or to make policy recommendations to that effect. However, with regard to two other supervising clerks, both of whom belonged to the same bargaining unit, the record disclosed that they did exercise authority to hire, fire, promote, discipline or transfer employees.

(Superior Court of Contra Costa County, No. 137811, Raymond J. Sherwin, Judge. *)

The Court of Appeal modified the judgment so as to limit the scope of the permanent injunction solely to the two clerks who in fact exercised no supervisory power, and as so modified, affirmed. The court held that the ordinance, which defined management employees to include employees exercising supervisory authority, was neither unreasonable nor overbroad. However, the court held that in light of the language of the ordinance and the facts of the case, the two supervising clerks in question did not exercise supervisory power, and that since other such clerks did exercise supervisory power, each case was to be determined on its own facts.

HEADNOTES

Classified to California Digest of Official Reports

(1a, 1b, 1c, 1d, 1e)

Civil Service § 3--Validity and Construction of Statutes--Ordinance Defining Supervisory Personnel Who May Not Represent Union.

A county ordinance, defining management employees in such a way as to include employees exercising supervisory authority, and another ordinance precluding management employees from representing the employees' union in meet-and-confer sessions with the county were neither unreasonable nor overbroad when measured against the Brown Act, [Gov. Code, § 3500](#) et seq., regulating union representation of public employees.

(2)

Counties § 10--Ordinances--Validity and Construction--Burden of Proof.

When a legislative action by a local government agency is attacked as unreasonable, the burden of proof is on the attacking party. Such regulations are presumed to be reasonable in the absence of proof. Moreover, if reasonable minds may differ as to the wisdom of the action of the local board or agency, its action is conclusive and the courts should not substitute their judgment for that of the local authority.

(3)

Labor § 42--Collective Bargaining--Effect of National Labor Acts.

In the absence of controlling state law in the field of labor relations, a court may look to the federal law for guidance in seeking to interpret state provisions whose language parallels that of the federal statutes.

(4)

Employer and Employee § 2--Definitions and Distinctions--Employee as Supervisor.

The determination of whether an employee acts in a managerial or supervisory position is a matter of degree. It depends on the authority actually exercised, and whether an employee is a supervisor who possesses genuine management prerogatives and exercises independence of judgment is essentially a question of fact.

(5)

Statutes § 22--Construction--Reasonableness.

If reasonable minds may be divided as to the wisdom of a legislative action, the action is conclusive and the courts are powerless to substitute their judgment of reasonableness for that of the legislative body.

(6)

Civil Service § 3--Validity and Construction of Statutes--Ordinance Prohibiting Supervisory Clerks From Representing Public Employee Unions.

In an action by a public employee's union against a county, the trial court erred in concluding that none of the employees of a particular class of supervising clerks in the bargaining unit of the union possessed and exercised supervisory authority within the meaning of a county ordinance prohibiting management employees from representing the union in meet-and-confer sessions with the county. The record indicated that although the job description for the particular class of supervising clerks enumerated that such employees selected prospective employees and participated in employee discipline, documentary evidence showed that two such clerks did not have the power to hire, fire, promote or transfer employees or to make policy recommendations to that effect. However, the record also indicated that two other supervising clerks did possess and exercise such power.

[See **Cal.Jur.2d**, Civil Service, § 2; **Am.Jur.2d**, Civil Service, § 51.]

COUNSEL

John B. Clausen, County Counsel, and E. V. Lane, Jr., Deputy County Counsel, for Defendants and Appellants. Gillin & Jacobson and Ralph L. Jacobson for Plaintiffs and Respondents.

ROUSE, J.

Defendants, County of Contra Costa et al. (hereinafter appellants or County), appeal from the trial court's judgment granting a permanent injunction in favor of respondents. The facts leading to the controversy are relatively simple and may be stated as follows:

Pursuant to county ordinance No. 70-17 (Ordinance),¹ United Clerical Employees (UCE) requested recognition of a supervisory clerical unit of employees of the County and districts governed by the board of supervisors of the County. On October 24, 1972, the board of supervisors designated a supervisory clerical unit which was to include the classifications of supervising clerk I, supervising clerk II, supervising account clerk, and hospital reception center supervisor. Subsequently, an election was held. UCE won the election and was established as the sole representative of the bargaining unit. The representation by UCE was not limited to the supervisory clerical unit, but extended to other nonmanagement employees as well.

Respondents Ethel Brown and Edith Davison were employees of the County in positions designated as supervising clerk I. On May 15, 1973, both were selected by UCE to serve as representatives of the supervisory clerical unit in the 1973 meet and confer sessions with the County. In a letter dated May 16, 1973, appellants notified UCE that Davison and Brown were management employees and thereby precluded from *123 representing UCE in relations to county management (**Gov. Code**,² § 3507.5; Ordinance, §§ 34-4.030, 24-7.710 (now § 34-8.010³)). On this basis, appellant refused to meet and confer with respondents Brown and Davison as representatives of the supervisory clerical unit.

Thereupon respondents brought an action against appellants seeking a temporary restraining order, preliminary and permanent injunctions and declaratory relief. The trial court first issued a temporary restraining order enjoining appellants from enforcing Ordinance section 24-7.710 and from refusing to recognize Brown and Davison as representatives of their unit. The order

was followed by a preliminary injunction which, in effect, kept in force the temporary restraining order previously issued. On November 22, 1974, the matter went on trial. After receiving both oral and documentary evidence, and after considering the legal arguments of the parties, the trial court, sitting without a jury, found *inter alia* that the persons classified as supervising clerk I did not in fact exercise and possess the supervisory authority which would have rendered them management employees within the meaning of the Ordinance, and that the employees in the supervisory clerical unit of the County were not management or confidential employees within the purview of [section 3507.5](#). Accordingly, the trial court issued a permanent injunction enjoining appellants from designating *all* employees exercising supervisory authority as management employees and from refusing to recognize persons in the position of supervising clerk I as representatives of UCE in matters concerning wages, hours and other conditions of employment.

Before discussing and analyzing the issues raised by the parties, we first set out the essential statutory and regulatory provisions upon which the principal issues are predicated. To start with, [section 3507.5](#), the pivotal section of the MMB Act, provides that “In addition to those rules and regulations a public agency may adopt pursuant to and in the same manner as in Section 3507, *any such agency may adopt reasonable rules and regulations providing for designation of the management and confidential *124 employees of the public agency and restricting such employees from representing any employee organization*, which represents other employees of the public agency, *on matters within the scope of representation*. Except as specifically provided otherwise in this chapter, this section does not otherwise limit the right of employees to be members of and to hold office in an employee organization.” (Italics added.)

A “Management employee” who is proscribed from representing the union in labor disputes of the County (see Ordinance, § 34-8.010, *ante*, fn. 3), is defined by the Ordinance as follows: “*Management employee' means the County Administrator, Assistant County Administrator-Director of Personnel, Assistants to the County Administrator, department heads, assistant department heads, heads and assistant heads of departmental divisions, programs or districts and employees exercising supervisory authority.*” (§ 34-4.030; italics added.)

Finally, pursuant to Ordinance, section 34-4.050, “‘Supervisory authority' means authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action, if the exercise of such authority is not merely routine or clerical in nature but calls for the use of independent judgment.”

([1a])Appellants' primary contention on appeal is that the trial court erred in finding that none of the persons with title of supervisory clerk I did in fact exercise supervisory authority as spelled out in section 34-4.050 of the Ordinance, and that employees within the supervisory clerical unit failed to qualify as management employees within the meaning of [section 3507.5](#). Respondents, in turn, argue that the definition of the Ordinance is overbroad and that it unreasonably designates supervisors as management employees thereby depriving the supervisory members of the union of important rights. It thus appears that, aside from the evidentiary problem, the crucial issue lying at the heart of the controversy is whether the challenged provisions of the Ordinance which do include employees exercising supervisory authority in the management are reasonable, and/or whether such provisions delineate the scope of management employees as used in the statute too broadly, thereby rendering them invalid. *125

([2])At the outset, we must recognize a well-established principle of law which governs our conduct in the determination of this matter, namely, that where a legislative action by a local government agency is attacked as unreasonable, the burden of proof is on the attacking party. Such regulations are presumed to be reasonable in the absence of proof. (*Fillmore Union High School Dist. v. Cobb* (1935) 5 Cal.2d 26, 33 [53 P.2d 349]; *Dept. Alcoholic Bev. Control v. Alcoholic Bev. Control Appeals Board* (1959) 169 Cal.App.2d 785, 792-793 [388 P.2d 50].) Moreover, if reasonable minds may differ as to the wisdom of the action of the local board or agency, its action is conclusive and the courts should not substitute their judgment for that of the local authority. (*Organization of Deputy Sheriffs v. County of San Mateo* (1975) 48 Cal.App.3d 331, 338-339 [122 Cal.Rptr. 210].)

([1b])The state labor relations law (MMB Act) does not identify that class of persons which constitutes “management employees” and no California case has

been cited to us which delineates the scope of activities of a management employee. In passing upon the crucial question of whether the supervisory personnel here in dispute were reasonably categorized as management, we observe that the MMB Act does not use the term “supervisor,” nor does it designate “supervisory personnel” as a species of management. Apparently, as a class, supervisors are not prohibited from membership and active participation in employee organizations, since section 3501 defines an “employee” within the broadest possible terms, excluding only elected officials and those appointed by the Governor.⁴

Section 3507.5 empowers a public agency to “adopt reasonable rules and regulations providing for designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation ...” Thus, Contra Costa County, as the public agency involved, was authorized to enact the ordinance here in controversy, provided that the designation of certain employees as management thereunder was reasonable. *126

([3]) In the absence of controlling state law in this field of labor relations it is generally agreed that we may look to the federal law for guidance in seeking to interpret state provisions whose language parallels that of the federal statutes. (*Social Workers' Union, Local 535 v. Alameda County Welfare Dept.* (1974) 11 Cal.3d 382, 391 [113 Cal.Rptr. 461, 521 P.2d 453]; see, to the same effect: *Fire Fighters Union v. City of Vallejo* (1974) 12 Cal.3d 608, 617, fn. 10 [116 Cal.Rptr. 507, 526 P.2d 971]; *Englund v. Chavez* (1972) 8 Cal.3d 572, 589-590 [105 Cal.Rptr. 521, 504 P.2d 457]; *Petri Cleaners, Inc. v. Automotive Employees, etc., Local No. 88* (1960) 53 Cal.2d 455, 459 [2 Cal.Rptr. 470, 349 P.2d 76].) In this instance, the language of section 34-4.050 of the County Ordinance, which defines supervisory authority, is virtually identical to the language used in the federal statute. (29 U.S.C. § 152(11).)⁵ The federal law makes it very clear that a supervisor is not an employee, but belongs to the management. (29 U.S.C. § 152(3);⁶ *International Union of United Brewery etc. v. N.L.R.B.* (D.C. Cir. 1961) 298 F.2d 297 [111 App.D.C. 383].) This attitude was explained by the court in the case of *Beasley v. Food Fair of N.C., Inc.* (1972) 15 N.C.App. 323 [190 S.E.2d 333, 335]: “In

defining 'supervisors', Congress had in mind supervisory personnel traditionally regarded as a part of management and to place into the employer category those who act for management in formulating and executing its labor policies. *International Union of United Brewery, etc. v. N.L.R.B.*, 111 U.S.App.D.C. 383, 298 F.2d 297 (1961) cert. denied, *Gulf Bottlers, Inc. v. N.L.R.B.*, 369 U.S. 843, 82 S.Ct. 875, 7 L.Ed.2d 847 (1962). In excluding supervisors from the rights and protections afforded employees, the purpose was to assure to employers their right to select their supervisors and to procure the loyalty and efficiency of their supervisors. *National Labor Rel. Bd. v. Retail Clerks Intern. Ass'n.*, 211 F.2d 759 (9th Cir. 1954) cert. denied 348 U.S. 839, 75 S.Ct. 47, 99 L.Ed. 662 (1954). ...”

([1c]) Respondents contend that section 3507.5 should be given strict interpretation and that the category of supervisory personnel here in *127 question ought to be excepted from the class of management employees as a matter of legal policy. In essence, they argue that to permit the supervising bargaining unit to organize, on the one hand, and then, on the other, preclude it from being represented by one of its own members, is irrational, anomalous and paradoxical and results in withdrawal of important representational rights from the members of the units, the very persons whose interests are in the forefront and affected most.

On the surface, respondents' argument is persuasive. However, a more thorough analysis of the issue demonstrates, to our satisfaction, that it cannot be accepted for a number of reasons. For one thing, it is clear that the anomaly or incongruity, if any, is directly attributable to the language of 3507.5 itself, which expressly authorizes the public agency to define management and confidential employees and prohibits either of them from representing the employee organization in labor disputes arising from the employment relationship with the public agency. Respondents' charge, therefore, belongs to and ought to be directed to the Legislature which enacted the statute, rather than to the court or the county which modeled and adopted the ordinance pursuant to the statute.

Also, we believe that the ordinance in question is based upon sound public policy and for that reason is not subject to legislative challenge. The statute grants the class of management employees the right of representation,

but, in order to establish a healthy management-labor relation, it seeks to avoid an undesirable situation where management would deal with management. It takes no vivid imagination to see that, due to its closeness to management, the supervisory personnel might (and in many instances do) possess divided loyalty, rendering them ill-equipped to conduct labor negotiations and settle sensitive labor disputes from the standpoint of both the employer and the union. Recognizing the inevitable conflict of interest deriving from divided loyalty, the authorities and legal scholars go even further than the statute and either question the extension of representation rights to supervisory *128 and managerial employees,⁷ or urge legislative amendment of the MMB Act to exclude supervisors from coverage by negotiated agreements.⁸

Of course, we are mindful of a fundamental difference between the objectives of the federal law in this field and those which are sought to be accomplished in the MMB Act: the former is concerned principally with labor relations between management and its employees in the private sector, whereas the latter focuses upon that relationship as it exists in the public sector. Thus, we assume that we are not bound to accept and apply, unqualifiedly, the somewhat rigid federal concepts of supervising authority in our attempt to determine the reasonableness of Contra Costa County's ordinance.

There is, nevertheless, ample authority for the proposition that the determination of "managerial" or "supervisory" is a matter of degree and depends on the authority actually exercised. (*NLRB v. Bell Aerospace Co.* (1974) 416 U.S. 267, 286 [40 L.Ed.2d 134, 149, 94 S.Ct. 1757]; *Palace Laundry Dry Cleaning* (1947) 75 N.L.R.B. 320, 323, fn. 4; *Reinbold v. City of Santa Monica* (1976) 63 Cal.App.3d 433 [133 Cal.Rptr. 874].) Whether an employee is a supervisor who possesses genuine management prerogatives and exercises independence of judgment is essentially a question of fact. (*N.L.R.B. v. Bama Company* (5th Cir. 1965) 353 F.2d 320, 322; *N.L.R.B. v. Florida Agricultural Supply Company, etc.* (5th Cir. 1964) 328 F.2d 989, 991; *N.L.R.B. v. Swift and Company* (1st Cir. 1961) 292 F.2d 561, 563.) The factual determination, *129 however, does not depend solely on the job title, but rather on all the facts of the case. Obviously, supervisors who do not, in fact, exercise supervising authority, as described in the Ordinance, do not qualify as management employees, hence, cannot be deprived of their rights to represent fellow employees

in their bargaining unit. Under these circumstances, we believe that respondents' assertion that by conferring sheer supervisory job titles the county may "bootstrap" certain employees into the management category and thereby strip them of such representational rights, must fail. For the same reason, we may discount respondents' contention that, under the Ordinance, the supervisory clerical unit may be represented only by others than the members of the unit itself.

Our examination of the authorities in this field persuades us that the statutory and decisional law seeks only to prohibit management from dealing with itself and to prevent persons of divided loyalty from participating in the negotiation and settlement of sensitive and delicate labor disputes. However, where, as we shall see in this case, the facts indicate that certain persons possessing supervisory job titles do not in reality exercise the powers and prerogatives of supervisors, they are free to represent the union in its negotiations with the employer and the proscription set forth in the Ordinance as to "real" supervisors is not applicable as to them.

Accorded the most favorable interpretation and weight, respondents' arguments add up to nothing more than that a different regulatory definition of "management employee" would have been equally reasonable. We have no quarrel with that position as an abstract proposition. However, this quantum of showing is insufficient to overturn the legislative action of a local authority. ([5]) It is elementary that if reasonable minds may be divided as to the wisdom of a legislative action, the latter is conclusive and the courts are powerless to substitute their judgment of reasonableness for that of the legislative body. (*Organization of Deputy Sheriffs v. County of San Mateo, supra.*, 48 Cal.App.3d at pp. 338-339.)

([1e]) We conclude that the ordinance here in question, which defines management employees in such a manner as to include employees exercising supervisory authority, is neither unreasonable nor overbroad. ([6]) Now we must determine whether, in light of the language of the ordinance and the facts of the case, the trial court was correct in *130 concluding that none of the supervising clerks I in the bargaining unit did, in fact, possess and exercise supervisory authority.

Our review of the record in this case indicates that there is substantial evidence supporting the view that

respondents Brown and Davison in actuality did not exercise supervisory power and as a consequence the permanent injunction in regard to them was properly granted. Although, under the heading of "Typical Tasks," the job description of supervising clerk I enumerates that the employee in this position interviews and selects or recommends selection of prospective employees, and also that such person participates in the maintenance of employee discipline, documentary evidence introduced at trial shows that respondents Brown and Davison had no power to hire, fire, promote or transfer employees or to make policy recommendations to this effect. In addition, Miss Brown's trial testimony underlined that while she assigned work to seven girls who worked for her and took part in the hiring process, she had no control over the promotion, discipline, suspension, lay-off, or discharge of employees.

However, with regard to the other two supervising clerks I, both of whom belonged to the same bargaining unit, the record discloses an entirely different picture. Patricia Gillmore's testimony, which was uncontroverted and was corroborated by her immediate supervisor, disclosed that, when there is a vacancy in any of the seven positions over which she has supervision, she interviews the candidates referred to her by Civil Service and then makes a recommendation to the assistant chief in charge of personnel, who always accepts that recommendation; that on one occasion she denied a request for promotion of one of her subordinates and on three occasions has recommended promotions. All of her recommendations were accepted. She has administered discipline to subordinates by writing five or six letters of reprimand, each of which was placed in the personnel file of the individual concerned. She has dealt with grievances of subordinate employees, which grievances were settled at her level.

In the case of Miriam Roberts, another supervising clerk I, whose testimony was also uncontroverted, the record discloses that she interviews personnel referred to her by Civil Service, makes her selection and then "call[s] upstairs to the Administrative Section who handles the paper work." She decides whether or not employees under her supervision should be suspended or discharged from employment. She is *131 involved in the transfer of such employees to other divisions or within the department. She has also been involved in adjusting grievances of subordinate employees. Obviously, in each

instance, such activities involve the exercise of discretion and independent judgment.

Thus it appears that, contrary to the trial court's determination, not all persons classified as supervising clerk I in this case can be eliminated from the management category as defined in the County Ordinance. The uncontradicted evidence substantially demonstrates that, in their relationship to subordinates, Gillmore and Roberts *actually* performed hiring, firing and disciplinary functions. Both are "exercising supervisory authority" within the meaning of section 34-4.030 and section 34-4.050 of the County Ordinance. The fact that such actions are "rubber stamped" by their immediate supervisors does not detract from the de facto aspect of such activities.

Accordingly, we conclude that as to these two employees and other supervising clerks I similarly situated, the granting of a permanent injunction must be held to be erroneous. It appears that, in Contra Costa County at least, persons identified as supervising clerks I perform a variety of assigned tasks; thus, each case must be determined on its own facts, applying as reasonable guidelines those criteria which have been established by the County Ordinance.

The judgment is modified so as to limit the scope of the permanent injunction solely to respondents Brown and Davison. As so modified, the judgment is affirmed.

Taylor, P. J., concurred.

COHN, J. *

Concurring and Dissenting.

I concur in the decision insofar as it affirms the trial judge's decision to issue the injunction as to respondents Brown and Davison but dissent from the modification of the injunction insofar as it limits its scope to those two respondents.

Realizing that the dissent of a briefly tenured pro tem. justice has about the same stature as a flea on an elephant and being ever mindful *132 that fools rush in where angels fear to tread (with apologies to the old popular song

with that title), I nevertheless wish to take advantage of my First Amendment rights and register my thoughts on some phases of the Meyers-Milias-Brown Act (hereinafter referred to as MMB).

At the outset, it should be noted that the trial judge, having heard and weighed the evidence, found that persons classified as supervising clerk I were not in fact exercising supervisory authority, the only provision of ordinance section 34-8.010 under which a supervising clerk I might have come. There was substantial evidence to support that finding, and the judgment can be affirmed solely on that basis.

However, the decision need not rest on that point alone, and there are important issues bearing on the general problem that should be discussed. The first such issue is whether it is reasonable for the county ordinance to eliminate all employees who are “exercising supervisory authority” from the bargaining process. The thrust of appellants' argument seems to be that since section 34-8.010 merely follows the federal Labor Management Relations Act (L.M.R.A.) in banning all supervisors from the bargaining table, a fortiori it is a reasonable rule.

On the contrary, the MMB Act was adopted in 1968 modifying its predecessor the Brown Act adopted in 1961. Previously, the L.M.R.A. was adopted by Congress in 1947, and used the term “supervisor.” If the California Legislature had wanted to use the term “supervisor” in the MMB Act rather than the term it used, “management,” it had plenty of opportunity. This leaves one with the logical conclusion that the drafters of the MMB Act had something different in mind than “supervisor” when they used the word “management.”

I further note that the objectives of L.M.R.A. and MMB are completely contrary: L.M.R.A. is aimed at private employers and employees and completely *eliminates government and governmental agencies from its scope* (29 U.S.C.A. § 152), whereas MMB's *entire focus is on governmental agencies and their employees* (§ 3500 et seq.). With this in mind, it would seem reasonable to conclude that supervisors in the private sector being wholly dependent on their superiors for advancement might well be in a different position than supervisors in the public sector who are more dependent on civil service examinations for advancement than on the good will of their superiors. Additionally, supervisors in the private

sector are generally excluded from unions *133 whereas supervisors in the public sector under MMB may join a union (§§ 3500, 3507.5) and in this case did. There is certainly no basic reason in the governmental sector to believe that those supervisors on the low end of the totem pole tend to identify with management on the high end rather than with the employees that they supervise. It's about as logical as equating an army corporal with a four-star general or the Secretary of Defense insofar as management of the army is concerned. Furthermore, the supervisors as members of the union have a direct financial interest in the outcome of the negotiations.

The obvious purpose of section 3507.5 is to prevent management from bargaining with management. To that extent, a governmental agency may adopt reasonable rules to implement this purpose. To allow a rule forbidding anyone who exercises supervisory powers from participating in the bargaining process regardless of any real management function tends to emasculate the purpose of MMB, i.e., “to promote full communication between public employers and their employees ...” (§ 3500). Inasmuch as it would be up to labor (the union) to pick supervisors, presumably on merit, to be its negotiators, what possible purpose is accomplished by management's refusal to deal with them under the guise that they are a part of management. It only deprives the union of its most competent representatives. We believe that we can safely assume that section 3507.5 was not added to MMB to weaken labor's position at the instigation of management. And yet, the majority would eliminate almost everyone who is intelligent enough to pass a civil service examination for a supervisory position. It is difficult to ascertain what stake the defendants have in depriving plaintiff United Clerical Employees of its chosen representatives, except to eliminate its most capable people. A noted but nameless great philosopher once observed that “The proof of the pudding is in the eating,” which sage remark is peculiarly appropos here. The best proof that supervisors are not management oriented is that the union, representing all of the employees, chooses them as its negotiators. One must indeed be isolated from reality to believe that any minor supervisor is any less enthused about employee benefits than the supervised employees.

It seems obvious to me that if we are to give the term “management” its generally accepted meaning as that body of persons who control or direct an operation

(*Goad v. Montgomery*, 119 Cal. 552 [51 P. 681]), there are supervisors that will be a part of management. A manager has been defined as one “who is vested with a certain amount of discretion and *134 independent judgment” (Black's Law Dict. (rev. 4th ed. 1968) p. 1112). Some supervisors will fit this definition but most will not and employer governments should not be allowed to eliminate all supervisors by rule.

The majority concedes that whether an employee is a supervisor who possesses genuine management prerogatives and exercises independence of judgment is essentially a question of fact but then proceeds to take the determination of that question from the trial judge where it properly belongs. They further concede that the factual determination does not depend solely on the job title, but then proceed to allow the county to eliminate employees based on job title.

The majority concedes, as it must, the fundamental differences between the objectives of L.M.R.A. and MMB but then proceeds to use L.M.R.A. cases as authority to sustain their position that supervisors generally belong to management. Supervisors who do not in fact have the authority to exercise management prerogatives fail to qualify as management employees and should not be deprived of their representational rights.

The appellants, as noted above, have attempted in ordinance section 34-4.050 to set forth the criteria for ascertaining the meaning of the term “supervisory authority” which they equate with management. In general, I have no quarrel with the county's right to set up as criteria for management responsibility the “authority,

in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees ...” These are powers which can reasonably be associated with management. I do register an objection to the nebulous catch-all phrases that follow: “responsibility to direct them, or to adjust their grievances or effectively to recommend such action ...” These terms are about as easy to grasp as a handful of water, and do not lend themselves to ready definition. They are simply thrown out to net as many fish as possible, known and unknown, in a zeal to eliminate those leaders that the employees select as negotiators. If the stated purpose of MMB is “to promote full communication between public employers and their employees ...” (§ 3500), then the language to be used should be specific and not couched in vague generalities.

I conclude this discussion by urging that the term “management” is not to be equated per se with the term “supervisor”; that with the exceptions noted, a governmental agency may set up the criteria as set *135 forth in ordinance section 34-4.050 as long as the employee has the actual official power to do some or all of the things mentioned, and not just a temporary de facto power or some ersatz power to recommend; that basically management is to be equated with the making of policy rather than the mere direction of other employees; and that the rule-making power established by section 3507.5 is defined as the power to implement the MMB Act and not to amend it.

I would affirm the judgment of the trial court in full. *136

Footnotes

- * Assigned by the Chairperson of the Judicial Council.(Opinion by Rouse, J., with Taylor, P. J., concurring. Separate concurring and dissenting opinion by Cohn, J. *)
- * Assigned by the Chairperson of the Judicial Council.
- 1 The designation “Ordinance” encompasses both Ordinance No. 70-17, adopted in 1970, and its 1973 modification (Ordinance No. 73-32) enacted pursuant to [Government Code, section 3500](#) et seq. (Meyers-Milias-Brown Act (MMB Act).)
- 2 Unless otherwise indicated, all statutory references herein are to the Government Code.
- 3 Ordinance section 24-7.710 (now § 34-8.010) provides that “*Management employees* and confidential employees, who choose to remain or to become members of an employee organization which includes as members employees who are not management or confidential employees, *shall not serve as representatives* of such organization *in relations with county management and/or the board on matters within the scope of representation, or in a grievance procedure.*” (Italics added.)
- 4 Section 3501, subdivision (d), provides that “*Public employee' means any person employed by any public agency, including employees of the fire departments and fire services of the state, counties, cities, cities and counties, districts,*

and other political subdivisions of the state, *excepting those persons elected by popular vote or appointed to office by the Governor of this state.*" (Italics added.)

- 5 [29 United States Code section 152\(11\)](#), reads as follows: "The term 'supervisor' means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."
- 6 [29 United States Code section 152\(3\)](#), provides that "*The term 'employee' shall include any employee*, and shall not be limited to the employees of a particular employer, unless this subchapter explicitly states otherwise, and shall include any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, *but shall not include* any individual employed as an agricultural laborer, or in the domestic service of any family or person at his home, or any individual employed by his parent or spouse, or any individual having the status of an independent contractor, or *any individual employed as a supervisor*, or any individual employed by an employer subject to the Railway Labor Act, as amended from time to time, or by any other person who is not an employer as herein defined."
- 7 In an article entitled, *Public Employee Bargaining in California: The Meyers-Milias-Brown Act in the Courts*, appearing in 23 Hastings L.J., at page 719, Professor Joseph R. Grodin observed that "The act appears to extend representation rights to supervisory and managerial employees without regard to their position in the administrative hierarchy - a highly questionable proposition to begin with in view of the inevitable conflicts of interest involved [p. 740]. ... "This result follows from the broad definition of 'public employee' in section 3501(d), excluding only elected officials and those appointed by the governor. It is contrary to the situation under the LMRA [Labor Management Relations Act, [29 U.S.C. §§ 141-187](#)], which excludes supervisory and management personnel from the definition of 'employee.'" (P. 740, fn. 89.)
- 8 In an article entitled, *Problems in Representation of Supervisors*, 8 Cal. Public Employee Relations 1, Messrs. Edward Reith and Harold S. Rosen suggested that "we should face up to the fact that organization of supervisory personnel at any level poses real management difficulties-not in theory, but in actual practice. ... [¶] [T]he organized supervisor enjoys a 'best of both worlds' situation. He is privy to, or has access to, the managerial establishment and is able to plead his case privately. If he doesn't succeed, he can get a second shot through his organization in negotiations. ... [¶] [I]t is intrinsically unsound to strive to inject a strong sense of management unity in a supervisor without relieving him concurrently of organizational loyalty." (Pp. 3-4.)
- * Assigned by the Chairperson of the Judicial Council.

Exhibit E

Document By **WESTLAW**

75 Cal.App.3d 882, 142 Cal.Rptr.
521, 97 L.R.R.M. (BNA) 2559

PUBLIC EMPLOYEES OF RIVERSIDE
COUNTY, INC., Plaintiff and Respondent,

v.

COUNTY OF RIVERSIDE et
al., Defendants and Appellants

Civ. No. 17631.

Court of Appeal, Fourth District, Division 2, California.

December 14, 1977.

SUMMARY

A public employees' organization brought a mandamus proceeding against a county board of supervisors seeking to compel the board to meet and confer with it as representative of an employee unit composed of supervisory employees. The supervisory unit had been established by the county's employee representation resolution and the board had met and conferred with the unit for two fiscal years pursuant to a memorandum of understanding. However, it refused to renew the memorandum and thereafter declined to meet and confer concerning employees in the supervisory unit. After institution of the mandamus proceeding, the board adopted an amendment to its employee representation resolution prohibiting any employee organization from meeting and conferring with respect to terms and conditions of employment for supervisory personnel. The trial court determined that the board was required to meet and confer with the organization with respect to supervisory employees and that the amendment was invalid. Judgment was entered accordingly. (Superior Court of Riverside County, No. 115939, George C. Grover, Judge.)

The Court of Appeal affirmed, holding that the duty of the board under the Meyers-Milias-Brown Act ([Gov. Code, § 3500](#) et seq.) to meet and confer with respect to supervisory employees was shown by the definition of "public employee" in [Gov. Code, § 3501](#), which excludes only elected officials and those appointed by the Governor, together with the representation right granted

to recognized employee organizations by [Gov. Code, § 3503](#), and the obligation imposed by [Gov. Code, § 3505](#), on a public agency to "meet and confer in good faith" with representatives of recognized employee organizations. Agreeing with the trial court's conclusion that the amendment to the employee representation resolution was void, the court further held that neither [Gov. Code, § 3507](#), giving public agencies general rule making powers with respect to employee relations, nor [Gov. Code, § 3507.5](#), relating to regulations for management and confidential employees gave the board the power to undercut the very purposes which the Meyers-Milias-Brown Act purports to serve. (Opinion by Tamura, Acting P. J., with Morris, J., concurring. Separate concurring and dissenting opinion by Kaufman, J.)

HEADNOTES

Classified to California Digest of Official Reports

(1)
Labor § 17--Labor Unions--Membership--Right to Join--Public Employees-- Duty of Public Agency to Meet and Confer With Supervisory Employees' Organization. The Meyers-Milias-Brown Act ([Gov. Code, § 3500](#) et seq.) requires a county board of supervisors to meet and confer with a recognized employee organization regarding terms and conditions of employment of its members who are supervisory employees. Such requirement is established by the definition in [Gov. Code, § 3501](#), subd. (d) of "public employees," which excludes only elected officials and those appointed by the Governor, together with the representation right granted to recognized employee organizations by [Gov. Code, § 3503](#), and the obligation imposed by [Gov. Code, § 3505](#) on a public agency to "meet and confer in good faith" with representatives of recognized employee organizations. The state policy to accord representation rights to public employees in supervisory positions is further confirmed by the state Employer-Employee Relations Act, which in [Gov. Code, § 3522](#), grants state supervisory employees the right to be represented by an organization of their own choosing.

[See [Cal.Jur.2d](#), Public Officers, § 240; [Am.Jur.2d](#), Labor and Labor Relations, §§ 246,247.]

(2)
Labor § 17--Labor Unions--Membership--Right to Join--Public Employees-- Supervisory Employees.

An amendment to a county's employee relations resolution that denied supervisory employees the right to be represented by an employee organization as to terms and conditions of employment was void as inconsistent with the Meyers-Milias-Brown Act (*Gov. Code, § 3500 et seq.*) which grants public employee associations the right to represent their members in employment relations with public agencies. Neither *Gov. Code, § 3507*, giving public agencies general rule making power with respect to employee relations, nor *Gov. Code, § 3507.5*, relating to regulations for management and confidential employees give an agency the power to undercut the very purposes which the act purports to serve.

COUNSEL

Ray T. Sullivan, Jr., County Counsel, and Steven A. Broiles, Deputy County Counsel, for Defendants and Appellants.

Welebir, Brunick & Taylor and William J. Brunick for Plaintiff and Respondent.

TAMURA, Acting P. J.

This appeal involves the representation rights of supervisory employees under the Meyers-Milias-Brown Act (hereafter MMB Act; *Gov. Code, § 3500 et seq.*).¹ Two questions are presented: (1) Does the MMB Act require the board of supervisors of a county to meet and confer with a recognized employee organization regarding wages, hours and other terms and conditions of employment of its members who are supervisory employees? (2) May the county validly adopt a rule which would prohibit a recognized employee organization from meeting and conferring with the board of supervisors on behalf of member employees in supervisory positions? For reasons expressed below, we answer the first question in the affirmative and the second in the negative.

The facts are not in dispute. Pursuant to the MMB Act, the Board of Supervisors of Riverside County (board) adopted an employee relations resolution (ERR) prescribing rules and regulations for the implementation *885 of the state law. The ERR established a number of employee representation units including a unit composed of "supervisory employees and employees having substantial managerial functions, major administrative control, or primary responsibility for the performance of an essential specific function." (ERR, § 8-a-1.) Public Employees of Riverside County, Inc. (PERC)

is the recognized exclusive employee representative for most of the representation units of county employees.

In 1974, employees in the supervisory unit voted to have PERC as their exclusive bargaining representative. PERC and the county thereafter entered into a memorandum of understanding with respect to the supervisory employees for the fiscal years 1974-1975 and 1975-1976. Accordingly, for those two years the board met and conferred with PERC's representatives with respect to the wages, hours and other terms and conditions of employment of supervisory employees. However, the board rejected PERC's request for a renewal of the memorandum of understanding and, upon expiration of the current agreement, declined to meet and confer with PERC concerning employees in the supervisory unit. Instead, the board proposed an amendment to the ERR which would prohibit any employee organization from meeting and conferring with the board on behalf of supervisory employees.

PERC thereupon instituted the instant mandate proceeding in the superior court to compel the board to meet and confer with it as the representative of the employees in the supervisory unit. Meanwhile, the board, following a public hearing, adopted the following amendment to the ERR: "d. No employee organization shall be permitted to meet and confer on wages, hours or other terms and conditions of employment for any person serving in an executive, management, supervisory or confidential position."

The county's answer to the petition for writ of mandate set up a two-prong defense: (1) The MMB Act does not require the governing body of a public agency to meet and confer with an employee organization respecting wages, hours, and other terms and conditions of employment of employees in supervisory positions, and (2) the amendment to the ERR precludes PERC from negotiating on behalf of supervisory employees. Following submission of the cause on the pleadings and written arguments, the court rendered a memorandum of intended decision in which it decided that the board was required to meet and confer with PERC with respect to supervisory employees and *886 that the amendment to the ERR was invalid. Findings of fact, conclusions of law and judgment were entered accordingly and this appeal ensued.

I Supervisory Employees' Right to Representation

(11) The county contends that in *Fire Fighters Union v. City of Vallejo*, 12 Cal.3d 608 [116 Cal.Rptr. 507, 526 P.2d 971], our high court held that the MMB Act does not confer representation rights to supervisory employees of public agencies. Thus, the threshold issue is whether *Vallejo* compels the result advocated by the county.

Vallejo involved the interpretation of a city charter provision requiring arbitration of labor disputes. (*Id.*, at pp. 612-613.) In negotiations between the fire fighters union and the city over the terms of a new contract, the parties failed to agree on a number of issues. (*Id.*, at p. 611.) In accordance with the procedure provided in the charter, the disputed issues were submitted to mediation and fact finding, and when those procedures failed to resolve the disputed issues, the city agreed to submit all issues to arbitration except “Personnel Reduction,” “Vacancies and Promotions,” “Schedule of Hours,” and “Constant Manning Procedure.” (*Id.*) In a mandate proceeding to compel the city to submit the disputed issues to arbitration, the trial court found in favor of the union and entered judgment commanding the city to proceed to arbitration on all issues, including the four which the city maintained were nonarbitrable. (*Id.*, at p. 612.) The city appealed. (*Id.*)

The *Vallejo* charter provided that city employees had the right to negotiate “on matters of wages, hours and working conditions, but not on matters involving the merits, necessity, or organization of any service or activity. ...”² (

The critical language on which the county relies appears in the court's discussion of the negotiability of the issue of “Vacancies and Promotions.” The court determined that the union's proposals affected fire fighters' job security and hopes for advancement and as such related to negotiable terms and conditions of employment. (*Id.*, at p. 618.) However, the court added: “The city contends that this proposal may not apply to appointment or promotion to the position of deputy fire chief. Although the *Vallejo* charter does not contain any provision for determining the proper bargaining unit, supervisory or managerial employees are routinely excluded from the bargaining units under the National Labor Relations Act. (*N.L.R.B. v. Gold Spot Dairy, Inc.* (10th Cir. 1970) 432 F.2d 125; see *N.L.R.B. v. Bell Aerospace Co.* (1974) 416 U.S. 267 [40

L.Ed.2d 134, 94 S.Ct. 1757]; by analogy, we conclude that under the charter *the union can claim no right to bargain as to supervisory positions.*” (*Id.*, italics added.)

The language we have underscored in the quotation from *Vallejo* was obiter dictum. The actual holding was that the subject of “Vacancies and Promotions” was negotiable except insofar as it pertained to appointment or promotion to the position of deputy fire chief, if in fact that position was found to be supervisory. (*Id.*) Thus, in the dispositional section of its opinion, the court stated: “The proposal as to Vacancies and Promotions is arbitrable. The arbitrators shall additionally hear the facts to determine whether the position of deputy fire chief is a supervisory one and thus excluded from the bargaining unit. If so, the Vacancies and Promotions proposal cannot apply to the deputy fire chief position.” (*Id.*, at p. 623.)

We thus agree with the Court of Appeal in *Redondo Beach Police Officers Assn. v. City of Redondo Beach*, 68 Cal.App.3d 595 [137 Cal.Rptr. 384], that in *Vallejo* “the issue was the scope of bargaining, not the composition of bargaining units, under MMB. In resolving a threshold issue concerning the scope of arbitration proceedings (12 Cal.3d at p. 614), the court, relying on analogies to NLRA, pointed out that 'supervisory or managerial employees are routinely excluded from the bargaining units under the National Labor Relations Act.'” (*Id.*, at p. 618.) It does not follow that the Legislature could not include such employees in bargaining units; ...” (*Redondo Beach Police Officers Assn. v. City of Redondo Beach, supra*, 68 Cal.App.3d 595, 598.) *888

Unlike the Labor Management Relations Act which expressly excludes “any individual employed as a supervisor” from the definition of the term “employee” (29 U.S.C.A. § 152(3)), the MMB Act defines “public employee” as “any person employed by any public agency ... excepting those persons elected by popular vote or appointed to office by the Governor of this state.” (§ 3501, subd. (d).) Thus, in a decision rendered six months after *Vallejo* was filed, *Organization of Deputy Sheriffs v. County of San Mateo*, 48 Cal.App.3d 331 [122 Cal.Rptr. 210], hearing denied, the Court of Appeal observed: “Contrary to federal practice, by virtue of the broad definition of 'public employee' in section 3501, subdivision (d), which excludes only elected officials and those appointed by the Governor, MMB extends organizational and representation rights to supervisory and managerial

employees without regard to their position in the administrative hierarchy. The act is silent about their unit placement. The California Legislature thus minimized the potential or actual conflict of interest that, as mentioned in *NLRB v. Bell Aerospace Co.* (1974) 416 U.S. 267, 271-272 [40 L.Ed.2d 134, 141-142, 94 S.Ct. 1757], was the basis for the total exclusion of management employees that obtains under federal law. [Fn. omitted.]” (*Organization of Deputy Sheriffs v. County of San Mateo*, *supra*, 48 Cal.App.3d 331, 338.)

Placentia Fire Fighters v. City of Placentia, 57 Cal.App.3d 9 [129 Cal.Rptr. 126], on which the county also relies, did not involve the question here presented. The central issue in *Placentia* was whether the trial court's finding that the city did meet and confer in good faith with the union representing fire department employees was supported by the evidence. (*Id.*, at p. 21.) One of the union's numerous contentions on appeal was that the city's initial exclusion of two nonunion fire captains from the bargaining unit demonstrated bad faith. (*Id.*, at p. 24.) Although in discussing that contention the court made passing reference to the language in *Vallejo* that the “union can claim no right to bargain as to supervisory positions,” the contention was rejected because the evidence showed that the city was willing to bargain on the issue of inclusion of the two fire captains in the bargaining unit and was even willing to agree to their inclusion as a condition of an overall settlement. (*Id.*) Therefore, the court concluded there was substantial evidence to support the trial court's finding that the city did meet and confer in good faith on that issue. (*Id.*, at p. 25.) *Placentia* does not hold that the MMB Act does not accord representation rights to supervisory employees. *889

In view of the all-inclusive statutory definition of the term “public employee” (§ 3501, subd. (d)), the right granted to recognized employee organizations to represent their members in their employment relations with public agencies (§ 3503), and the obligation of a public agency to “meet and confer in good faith” with representatives of recognized employee organizations (§ 3505), the MMB Act requires the governing body of a public agency to meet and confer with a recognized employee organization regarding terms and conditions of employment of supervisory employees who are members of the employee organization. (§ 3505.)

That it is the policy of this state to accord representation rights to public employees in supervisory positions is further confirmed by the recent enactment of the state Employer-Employee Relations Act (Stats. 1977, ch. 1159, adding ch. 10.3 [commencing with § 3512] to div. 4 of tit. 1 of the Gov. Code). Though excluded from other provisions of the act (§ 3522), state supervisory employees are granted the right to be represented by an employee organization of their own choosing in matters relating to terms and conditions of employment.³

II Validity of the Amendment to ERR

([2]) We next address the county's contention that its refusal to meet and confer with PERC as a representative of employees in the supervisory unit was justified by the following amendment to the ERR: “(d) No employee organization shall be permitted to meet and confer on *890 wages, hours or other terms and conditions of employment for any person serving in an executive, management, supervisory or confidential position.”

The county posits the board's power to adopt the amendment on the authority granted to it by section 3507 “to adopt reasonable rules and regulations ... for the administration of employer-employee relations” and more specifically on the power granted a public agency by section 3507.5 to “adopt reasonable rules and regulations providing for the designation of the management and confidential employees of the public agency and restricting such employees from representing any employee organization, which represents other employees of the public agency, on matters within the scope of representation.” Neither the general rule-making power granted by section 3507 nor the more specific authority granted by section 3507.5 empowered the board to adopt the amendment.

The board's amendment to the ERR would deny supervisory employees all representation rights and as such is patently inconsistent with the MMB Act. We repeat what we said in *Huntington Beach Police Officers' Assn. v. City of Huntington Beach*, 58 Cal.App.3d 492 [129 Cal.Rptr. 893], concerning the rule-making power of public agencies under section 3507: “Although the Legislature did not intend to preempt all aspects of labor relations in the public sector, we cannot attribute to it an intention to permit local entities to adopt regulations which would frustrate the declared policies

and purposes of the MMB Act. Were we to uphold the city's regulation in question, local entities would, as Professor Grodin observed, be 'free to adopt rules prohibiting employees from joining unions, to decline recognition to any organization, and to refuse to meet or confer with recognized organizations on matters pertaining to employment relations - in short, to undercut the very purposes which the act purports to serve. Such an interpretation is inconsistent with the general objectives of the statute as declared in the preamble and with the mandatory language which appears in many of the sections.' (Grodin, *Public Employee Bargaining in California: The Meyers-Milias-Brown Act in the Courts* (1972) 23 Hastings L.J. 719, 724-725.) In the words of Professor Grodin, the power reserved to local agencies to adopt rules and regulations was intended to permit supplementary local regulations which are 'consistent with, and effectuate the declared purposes of, the statute as a whole.' (Grodin, *supra*, at p. 725.) [Fn. omitted.]” (*Huntington Beach *891 Police Officers' Assn. v. City of Huntington Beach, supra*, 58 Cal.App.3d 492, 501-502.)

At oral argument the county suggested that the amendment was only intended to proscribe an employee organization whose membership includes the rank and file from also representing members who are in supervisory positions. We do not so read the amendment. It provides that “[n]o employee organization” may represent supervisory employees. However, even were it possible to construe the amendment as suggested by the county, it would still be invalid. The statute gives employees “the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. ...” (§ 3502, italics added.)

Nor does [section 3507.5](#) permit the board to adopt the amendment. In his memorandum of intended decision, the trial judge rejected that contention, stating: “A reading of that section [§ 3075.5] does not persuade me, however, that it goes so far as to permit a regulation prohibiting the representatives of such employees from bargaining with the county. At most it appears only to give the agency the authority to designate management and confidential employees and to restrict them from representing certain employee organizations. Nothing suggests that it was intended to override the requirement in [section 3505](#) that

the governing body of a public agency must meet and confer in good faith regarding wages, hours and other terms and conditions of employment.”⁴ We agree with the views expressed. We would add that except as ***892** otherwise expressly provided by the statute,⁵ [section 3507.5](#) was not intended to permit a public agency to nullify the basic right granted to an employee by section 3502 to join and to be represented by a recognized employee organization of his own choosing. (See *Reinbold v. City of Santa Monica, supra*, 63 Cal.App.3d 433, 442.)

We conclude that the amendment to the ERR exceeds the rule-making power of the board and is, therefore, void.

Judgment is affirmed.

Morris, J., concurred.

KAUFMAN, J.

I concur in all of the majority opinion except that portion of part II which purports to hold county could not validly enact an ordinance to the effect that supervisory employees may not be represented by the same employee organization which represents the rank and file. As to that portion I dissent.

As the majority opinion correctly indicates, the amendment to the employee relations resolution adopted by county does not purport to and cannot be construed to prohibit representation of both units by the same employee organization. The question of the validity of an ordinance which does so provide is therefore not at issue in this case and should not be decided. While the language of [Government Code section 3502](#) would appear to support the conclusion reached by the majority, it is not necessarily conclusive. The question has not been briefed by the parties, and its resolution should be deferred until decision of a case in which its resolution is necessary to the decision. (See [6 Witkin Cal. Procedure \(2d ed.\) Appeal, § 223](#), pp. 4212-4213.)

Appellants' petition for a hearing by the Supreme Court was denied February 10, 1978. Richardson, J., was of the opinion that the petition should be granted.

Footnotes

- 1 All statutory references are to the Government Code unless otherwise indicated.
- 2 Section 3504 of the MMB Act contains similar language respecting the scope of bargaining. It provides: "The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order." *Id.*, at p. 614, fn. 5.) The high court analyzed the four disputed issues and concluded that they were all negotiable, some in full and others to a limited extent. (*Id.*, at p. 623.) *887
- 3 Section 3522.3 provides: "Supervisory employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters of supervisory employee-employer relations as set forth in Section 3522.6. Supervisory employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public employer."
Section 3522.5 provides: "The scope of representation for supervisory employees shall include all matters relating to employment conditions and supervisory employee-employer relations including wages, hours, and other terms and conditions of employment."
Section 3522.6 provides: "Upon request, the state shall meet and confer with employee organizations representing supervisory employees. 'Meet and confer' means that they shall consider as fully as the employer deems reasonable such presentations as are made by the employee organization on behalf of its supervisory members prior to arriving at a determination of policy or course of action."
- 4 [Section 3507.5](#) was designed to enable a public agency to draft reasonable rules and regulations within the scope of the section to avoid potential conflict of interest between supervisory and nonsupervisory employees in negotiating terms and conditions of employment. (See [Reinbold v. City of Santa Monica](#), 63 Cal.App.3d 433, 439, 442 [133 Cal.Rptr. 874].) We note that in the new State Employer-Employee Relations Act the Legislature directly dealt with the conflict of interest problem. Section 3522.2 provides:
"(a) Supervisory employees shall not participate in the handling of grievances on behalf of nonsupervisory employees. Nonsupervisory employees shall not participate in the handling of grievances on behalf of supervisory employees.
"(b) Supervisory employees shall not participate in meet and confer sessions on behalf of nonsupervisory employees. Nonsupervisory employees shall not participate in meet and confer sessions on behalf of supervisory employees.
"(c) The prohibition in subdivisions (a) and (b) shall not be construed to apply to the paid staff of an employee organization.
"(d) Supervisory employees shall not vote on questions of ratification or rejection of memorandums of understanding reached on behalf of nonsupervisory employees."
- 5 The exception pertains to law enforcement positions. (§ 3508.)

Exhibit F



30 Orange Tree Cir.
Vacaville, CA 95687

Main Phone: (707) 452-2700
Fax: (707) 452-2701

TOM DALZELL, BUSINESS MANAGER
ART FREITAS, PRESIDENT

April 5, 2017

VIA U.S. CERTIFIED MAIL

LaRue Griffin, General Manager
Tahoe-Truckee Sanitation Agency
13720 Butterfield Drive
Truckee, CA 96161

RE: Petition for Recognition

Dear Mr. Griffin:

This letter shall serve as IBEW Local Union 1245's ("Local 1245") petition for recognition to represent the following classifications at Tahoe-Truckee Sanitation Agency ("TTSA"):

Mechanic, Warehouse Helper/Mechanic Helper, Foreman, I&E Technician, I&E Supervisor, Operator, Operator-in-Training, Shift Supervisor, Engineer, Safety Officer, IT Specialist, Chemist, Senior Chemist, Laboratory Technician, Laboratory Director, Field Inspector, Buyer, Supervisor, and any other full-time and regular part-time classifications employed by Tahoe-Truckee Sanitation Agency which are not Confidential and/or Supervisory employees as defined by the MMBA.

Several categories of information requests contained within the Employer-Employee Relations Rules ("EERR") administered by TTSA are extremely outdated, and as such, do not comply with the current regulatory framework enforced by the California Public Employment Relations Board ("PERB"). However, based on its extensive dealings in both the public and private sectors throughout California, Local 1245 is informed and hereby represents that the information attached as Exhibits A-C¹ meets or exceeds the legal standard. If you disagree, we invite you to meet and confer with us to reach an informal resolution.

Additionally, in lieu of enforcing EERR §§ 1(C)-(F), TTSA will be expected to comply with the MMBA (as set forth below) in processing the instant petition:

¹ A more recent version of the IBEW Constitution (attached hereto as Exhibit C), which has not yet been made available to Local 1245, can be forwarded upon request to TTSA as soon as it is received.

3507.1. Unit determinations and representation elections; grant by public agency of exclusive or majority recognition to employee organization based on signed petition, authorization cards or union membership cards; neutral third-party determination

(c) A public agency shall grant exclusive or majority recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the public agency and the employee organization cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization. In the event that the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

Cal. Gov. Code § 3507.1. The Union suggests the parties confer as soon as possible to designate a neutral third party as required under the Act.² If you have any questions or concerns relating to this matter, please do not hesitate to contact me.

Phone: (707) 452-2751
Email: ajp3@ibew1245.com.

Sincerely,




Alexander Pacheco, General Counsel
IBEW Local Union 1245

Encls//

² For more information regarding PERB's process for "card check recognition," please visit:
<https://www.perb.ca.gov/csmcs/CardCheckRecognition.aspx>

Exhibit G

Document By **WESTLAW**

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[West's Annotated California Codes](#)
[Government Code \(Refs & Annos\)](#)
[Title 1. General](#)
[Division 4. Public Officers and Employees \(Refs & Annos\)](#)
[Chapter 10. Local Public Employee Organizations \(Refs & Annos\)](#)

West's Ann.Cal.Gov.Code § 3507.1

§ 3507.1. Unit determinations and representation elections; grant by public agency of exclusive or majority recognition to employee organization based on signed petition, authorization cards or union membership cards; neutral third-party determination

Effective: June 27, 2012

[Currentness](#)

(a) Unit determinations and representation elections shall be determined and processed in accordance with rules adopted by a public agency in accordance with this chapter. In a representation election, a majority of the votes cast by the employees in the appropriate bargaining unit shall be required.

(b) Notwithstanding subdivision (a) and rules adopted by a public agency pursuant to [Section 3507](#), a bargaining unit in effect as of the effective date of this section shall continue in effect unless changed under the rules adopted by a public agency pursuant to [Section 3507](#).

(c) A public agency shall grant exclusive or majority recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in an appropriate bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the public agency and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the public agency and the employee organization cannot agree on a neutral third party, the California State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization. In the event that the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30 percent of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

Credits

(Added by [Stats.2000, c. 901 \(S.B.739\)](#), § 5. Amended by [Stats.2001, c. 790 \(A.B.1281\)](#), § 1; [Stats.2012, c. 46 \(S.B.1038\)](#), § 5, eff. June 27, 2012.)

Notes of Decisions (4)

West's Ann. Cal. Gov. Code § 3507.1, CA GOVT § 3507.1
Current with urgency legislation through Ch. 543 of 2017 Reg.Sess

End of Document

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Exhibit H

Document By **WESTLAW**

Barclays Official California Code of Regulations Currentness
Title 8. Industrial Relations
Division 3. Public Employment Relations Board
Chapter 1. Public Employment Relations Board
Subchapter 6. Representation Proceedings
Article 1. General Provisions

8 CCR § 32700

§ 32700. Proof of Support.

(a)(1) Proof of employee support for representation petitions, including decertification petitions, petitions for certification, requests for recognition, severance requests or petitions, and unit modification petitions, shall clearly demonstrate that the employee desires to be represented by the petitioning employee organization for the purpose of meeting and negotiating or meeting and conferring on wages, hours and other terms and conditions of employment.

(2) Proof of employee support for a decertification petition filed pursuant to section 32770(b)(1) shall clearly demonstrate that the employee no longer desires to be represented by the exclusive representative.

(3) Proof of employee support for a rescission petition filed pursuant to section 34020(c), 40400(c), 51700, 71700 or 95300 shall clearly demonstrate that the employee desires a vote to rescind the existing organizational security arrangement.

(4) Proof of employee support for a reinstatement petition filed pursuant to section 34050, 51725 or 71725 shall clearly demonstrate that the employee desires to reinstate the organizational security provision.

(b) The proof of support shall indicate each employee's printed name, signature, job title or classification and the date on which each individual's signature was obtained. An undated signature or a signature dated more than one calendar year prior to the filing of the petition requiring employee support shall be invalid for the purpose of calculating proof of support. Any signature meeting the requirements of this section shall be considered valid even though the signatory has executed authorizations for more than one employee organization.

(c) Any proof of support validly obtained within one year immediately prior to the date the petition or amendment requiring employee support is filed shall remain valid and may be used as proof of support to qualify for appearance on the ballot in an election, provided the employee's job classification is included in the unit in which the election is to be conducted.

(d) For purposes of determining proof of support, a joint petitioner may meet the required percentage by combining the total of the proofs of support for each of the employee organizations which make up the joint petitioner.

(e) Subject to subsections (a), (b), (c) and (d) of this section, proof of support may consist of any one of the following original documents or a combination thereof:

(1) Current dues deduction authorization forms;

(2) Membership applications;

(3) Authorization cards or petitions signed by employees. The purpose of the petition shall be clearly stated on each page thereof;

(4) A notarized membership list, provided it is accompanied by the date of each member's signature on an enrollment form, membership application, or designation card or cards, supported by a declaration under penalty of perjury that the employee organization has on file the aforementioned documents which indicate the employee's desire to be represented by the employee organization. A sample of such signed forms shall accompany the list.

(5) Other evidence as determined by the Board.

(f) Documents submitted to the board as proof of employee support shall remain confidential and not be disclosed by the board to any party other than the petitioner, except to indicate whether the proof of support is sufficient.

(g) Any party which contends that proof of employee support was obtained by fraud or coercion, or that the signatures on such support documents are not genuine, shall file with the regional office evidence in the form of declarations under penalty of perjury supporting such contention within 20 days after the filing of the petition which the proof of support accompanied. The Board shall refuse to consider any evidence not timely submitted, absent a showing of good cause for late submission. When prima facie evidence is submitted to the Board supporting a claim that proof of support was tainted by such misconduct, the Board shall conduct further investigations. If, as a result of such investigation, the Board determines that the showing of support is inadequate because of such misconduct, the petition shall be dismissed.

Note: Authority cited: [Sections 3513, 3513\(h\), 3541.3, 3541.3\(g\), 3563, 3563\(f\) and 110015, Government Code](#); and [Section 99561\(f\), Public Utilities Code](#). Reference: [Sections 3513\(h\), 3515.7\(d\), 3520.5, 3544, 3544.1, 3544.3, 3544.5, 3544.7, 3546, 3573, 3574, 3575, 3576, 3577, 3583.5, 110019, 110027 and 110035, Government Code](#); and [Sections 99561\(c\), 99561\(e\), 99561\(k\), 99561\(l\), 99564, 99564.1, 99564.2, 99564.3, 99564.4 and 99566.1, Public Utilities Code](#).

HISTORY

1. New chapter 6 (sections 32700-32754, not consecutive) filed 12-31-79 as an emergency; effective upon filing (Register 80, No. 1). A Certificate of Compliance must be filed within 120 days or emergency language will be repealed on 4-30-80.

2. Repealed by operation of [section 11422.1\(c\), Government Code](#) (Register 80, No. 21).

3. New chapter 6 (sections 32700-32754, not consecutive) filed 5-21-80 as an emergency; effective upon filing (Register 80, No. 21). A Certificate of Compliance must be filed within 120 days or emergency language will be repealed on 9/19/80.

4. Certificate of Compliance filed 6-18-80 (Register 80, No. 25).
5. Amendment filed 6-18-80; effective thirtieth day thereafter (Register 80, No. 25).
6. Amendment filed 9-20-82; effective upon filing pursuant to [Government Code section 11346.2\(d\)](#) (Register 82, No. 39).
7. Amendment of subsection (b) filed 10-10-85; effective thirtieth day thereafter (Register 85, No. 41).
8. Amendment of subsection (e) filed 12-29-88; operative 1-28-89 (Register 89, No. 4).
9. Amendment of subsection (a) and Note filed 6-3-94; operative 7-5-94 (Register 94, No. 22).
10. New subsections (f) and (g), and amendment of Note filed 1-26-95; operative 2-27-95 (Register 95, No. 4).
11. Amendment of subsection (a) and Note filed 1-3-2000 as an emergency; operative 1-3-2000 (Register 2000, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-2000 or emergency language will be repealed by operation of law on the following day.
12. Reinstatement of section as it existed prior to 1-3-2000 emergency amendment by operation of [Government Code section 11346.1\(f\)](#) (Register 2000, No. 18).
13. Amendment of subsection (a) and Note filed 5-5-2000 as an emergency; operative 5-5-2000 (Register 2000, No. 18). A Certificate of Compliance must be transmitted to OAL by 9-5-2000 or emergency language will be repealed by operation of law on the following day.
14. Certificate of Compliance as to 5-5-2000 order transmitted to OAL 7-26-2000 and filed 9-7-2000 (Register 2000, No. 36).
15. Amendment of subsections (a) and (b) and amendment of Note filed 1-3-2001 as an emergency; operative 1-1-2001 (Register 2001, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.
16. Certificate of Compliance as to 1-3-2001 order transmitted to OAL 4-30-2001 and filed 6-13-2001 (Register 2001, No. 24).
17. Amendment of subsection (a) and amendment of Note filed 2-2-2004 as an emergency; operative 2-2-2004 (Register 2004, No. 6). A Certificate of Compliance must be transmitted to OAL by 6-1-2004 or emergency language will be repealed by operation of law on the following day.
18. Certificate of Compliance as to 2-2-2004 order transmitted to OAL 5-4-2004 and filed 6-8-2004 (Register 2004, No. 24).
19. Amendment designating and amending former subsection (a) as subsection (a)(1), new subsections (a)(2)-(a)(4) and amendment of subsection (f) filed 11-29-2007; operative 12-29-2007 (Register 2007, No. 48).
20. Amendment of subsection (a)(3) and Note filed 12-6-2013 as an emergency; operative 12-6-2013 pursuant to [Government Code section 110035.5](#) (Register 2013, No. 51). This regulatory action is deemed an emergency exempt from OAL review and was filed directly by the agency with the Secretary of State pursuant to [Government Code section](#)

[110035.5](#). A Certificate of Compliance must be transmitted to OAL by 6-4-2014 or emergency language will be repealed by operation of law on the following day.

21. Certificate of Compliance as to 12-6-2013 order transmitted to OAL 5-29-2014 and filed 7-10-2014 (Register 2014, No. 28).

This database is current through 9/22/17 Register 2017, No. 38

8 CCR § 32700, 8 CA ADC § 32700

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RESOLUTION 10-2017

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TAHOE-TRUCKEE SANITATION AGENCY
UPHOLDING DECISION OF GENERAL MANAGER TO REJECT PETITION FOR
RECOGNITION BY IBEW, LOCAL 1245**

WHEREAS, the Board of Directors of the Tahoe-Truckee Sanitation Agency (the “Agency”) approved local rules governing administration of employer-employee relations in the form of Resolution 4-93;

WHEREAS, IBEW, Local 1245 (the “Union” or “Local 1245”) submitted a petition for recognition (“Petition”) to the Agency dated April 5, 2017, which the Agency’s General Manager denied on September 27, 2017, on the grounds that the Union’s proposed representation unit was not in accordance with the appropriate units as set forth in Section 7.03 of Resolution No. 4-93; and

WHEREAS, the Union timely appealed the General Manager’s decision to the Board of Directors, which appeal was considered at the Board’s November 8, 2017, meeting.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Agency hereby upholds the General Manager’s determination, and rejects the Union’s appeal of his decision rejecting the Petition. The Board concludes the General Manager acted appropriately in denying the Petition, and affirms his decision on the grounds that the unit requested by Local 1245 is not an appropriate unit in accordance with Resolution 4-93.

PASSED AND ADOPTED at a regular meeting of the Tahoe-Truckee Sanitation Agency Board of Directors on November 8, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

O. R. Butterfield, President
Board of Directors
TAHOE-TRUCKEE SANITATION AGENCY

ATTEST:

Secretary of the Board of Directors
TAHOE-TRUCKEE SANITATION AGENCY

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 4

Subject: Approval of the minutes of the regularly scheduled Board meeting on October 11, 2017.

Background: Minutes from the regularly scheduled Board meeting.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: Approve the minutes of the regularly scheduled Board meeting on October 11, 2017.

BOARD OF DIRECTORS
REGULAR MEETING MINUTES

October 11, 2017

I. CALL TO ORDER:

President Butterfield called the regular meeting of the Tahoe-Truckee Sanitation Agency Board of Directors to order at 9:00 AM. Roll call and Pledge of Allegiance followed.

Directors Present: O. R. Butterfield, TSD
Dale Cox, SVPSD
Dan Wilkins, TCPUD
S. Lane Lewis, NTPUD
Jon Northrop, ASCWD

Staff Present: LaRue Griffin, General Manager
Roshelle Chavez, Administrative Services Manager
Michael Peak, Operations Manager
Jason Parker, Engineering Manager
Jim Redmond, Maintenance Manager
Bob Gray, IT Department Manager
Richard P. Shanahan, Agency Counsel
Michelle Mackey, Administration Department
Dawn Davis, Administration Department
Emily Pindar, Administration Department
Claire Parker, Administration Department
Celeste Graves, Administration Department
Susan Guzman, Administration Department
Tom Rinne, Engineering Department
Mike Smith, Engineering Department
Aaron Carlsson, Engineering Department
Kevin Woods, IT Department
Laura Mader, Laboratory Department
Bill Pindar, Laboratory Department
Kristen Schrandt, Laboratory Department

Greg O'Hair, Operations Department
Chad Bentley, Operations Department
Tyler Penn, Operations Department
Richard Italiano, Maintenance Department
Robert Holmes, Maintenance Department
Mark Heidelberger, Maintenance Department
Mark Messerschmidt, Maintenance Department
Philip Fay, Maintenance Department
Justin Parrish, Maintenance Department
Anthony Salinas, Maintenance Department

Public Present: Rick Thompson, IBEW 1245
Blake Tresan, TSD
Stacy Caldwell, TTCF
Sean Whelan, Member of the Public

II. BUSINESS:

1. Public Comment

Mr. Rick Thompson with IBEW Local 1245 addressed the Board of Directors and informed them the IBEW Local 1245 received the General Manager's decision to reject the petition for recognition and they have filed an appeal to the Board of Directors.

No action was taken by the Board.

2. Presentation of Annual Safety Awards

The Board of Directors presented the annual safety awards to staff. President Butterfield and Director Lewis expressed their appreciation of staff and their efforts.

No action was taken by the Board.

3. Discussion and possible direction concerning sewer service to low- and affordable-income housing, related connection and service charge issues, and the status of Senate Bill No. 229 regarding sewer service to new accessory dwelling units.

Mr. Griffin explained that the Board had requested an item be placed on the agenda to discuss SB 229 and sewer service to low- and affordable- income housing. Agency counsel explained SB 229 included special districts and listed provisions applicable to the collection of connection fees for a secondary unit.

Mr. Sean Whelan, a local developer, addressed the Board regarding the concerns in the area for affordable housing and requested the Board consider a revision to the connection fee structure to address different residential types and sizes.

Ms. Stacy Caldwell, with the Tahoe Truckee Community Foundation, addressed the Board with information regarding local affordable housing as well as the Mountain Housing Council. Ms. Caldwell explained that many agencies, schools and PUD's are also having these conversations to address these issues and distributed information on resources available within the community.

The Board directed Mr. Griffin to obtain a scope and fee to update the latest connection fee study.

4. Approval of the minutes of the regularly scheduled Board meeting on September 13, 2017

MOTION by Director Northrop, **SECOND** by Director Wilkins to approve the minutes of the regularly scheduled Board meeting on September 13, 2017; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

5. Approval of General Fund Warrants

MOTION by Director Lewis, **SECOND** by Director Northrop to approve the General Fund Warrants; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

6. Receive and file financial statements, status of investments and Teichert mining report

Received and filed.

7. Approval of Resolution 9-2017 reaffirming policies and procedures for providing priority service to affordable housing projects.

MOTION by Director Lewis, **SECOND** by Director Northrop to approve Resolution 9-2017 reaffirming policies and procedures for providing priority service to affordable housing projects; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

8. Approval of Monitoring Station Lease with 150 GPP, LLC.

Discussion was held regarding the lease and use of premises of the monitoring station. Mr. Griffin informed the Board the station was required as the flows are to be reported to the California Regional Water Quality Control Board, Lahontan Region.

MOTION by Director Lewis, **SECOND** by Director Northrop to approve the Monitoring Station Lease with 150 GPP, LLC. contingent on inclusion of a provision to allow the Agency to terminate the lease unilaterally; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

9. Approval to solicit bids for the purchase of ammonia analyzers

MOTION by Director Northrop, **SECOND** by Director Lewis to approve the solicitation of bids for the purchase of ammonia analyzers.; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

10. Approval of Construction Change Order No. 1 for the 2017 Asphalt Sealing project

MOTION by Director Lewis, **SECOND** by Director Wilkins to approve the construction change order no. 1 for the 2017 Asphalt Sealing project; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

11. Approval of Progress Pay Estimate No. 1 for the 2017 Asphalt Sealing project

MOTION by Director Lewis, **SECOND** by Director Wilkins to approve the progress pay estimate no. 1 for the 2017 Asphalt Sealing project; unanimously approved.

AYES: Directors Cox, Wilkins, Lewis, Northrop and President Butterfield
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

12. Discussion of State Route 89/Fanny Bridge Community Revitalization Project Related TRI Relocation Agreement.

Mr. Parker provided an update on the construction progress of the project.

Mr. Griffin informed the Board that Central Federal Lands Highway Division has requested a potential change in the scope of work to leave the abandoned section of the TRI in place (instead of removing it and backfilling as required in the current relocation agreement).

Board direction was given to accept the CFLHD proposal and come back with a proposed amendment to the agreement.

13. Operations, Maintenance, Engineering and IT Reports

Mr. Peak reported that all waste discharge requirements were met for the month of September and provided an update on current and past projects for the operations department.

Mr. Redmond provided an update on current and past projects for the maintenance department.

Mr. Parker provided an update on current and past projects for the engineering department.

No action was taken by the Board.

14. General Manager Report

Mr. Griffin provided a brief update on the status of various ongoing projects, none of which required action by the Board.

No action was taken by the Board.

15. Comments from the Board of Directors – Reports, Announcements and Questions for clarification only

There were no comments. No action was taken by the Board.

16. Closed Session

The Board went into closed session with legal counsel and Mr. Griffin at 10:16 AM pursuant to Government Code Section 54956.8 for a conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25; and pursuant to Government Code section 54956.9(d)(1) regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case No. SA-RR-1172-M).

The meeting was reopened at 10:43 AM. Nothing to report from closed session.

III. ADJOURNMENT:

There being no further business, the meeting adjourned at 10:43 AM.

LaRue Griffin
Secretary to the Board

Approved: _____

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 5

Subject: Approval of General Fund warrants.

Background: Warrants paid and payable for the previous calendar months.

Fiscal Impact: Decrease in Agency general fund per the warrant amounts.

Previous Board Action: None.

Recommendation: Approve General Fund warrants paid and payable.

FROM 10/01/17 THRU 10/31/17

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
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* CHECKS 1 - 75462 CHECK SEQUENCE BREAK

75463	10/03/17	MAN PAID	00681	STANDARD INSURANCE-LIFE	2,224.19	
75464	10/03/17	MAN PAID	00786	STANDARD INSURANCE-DENTAL	7,963.68	
75465	10/03/17	MAN PAID	01798	KOSHELLE CHAVEZ	42.80	
75466	10/03/17	MAN PAID	00771	JAMES REDMOND	42.80	
75467	10/11/17	REG PAID	01916	AFASSCO	563.46	
75468	10/11/17	REG PAID	00015	AIRGAS USA, LLC	304.17	
75469	10/11/17	REG PAID	00678	ALLIANT INSURANCE SERVICES	100.00	
75470	10/11/17	REG PAID	00019	ALPHA ANALYTICAL	6,647.25	
75471	10/11/17	REG PAID	01900	AMAZON CAPITAL SERVICES	1,218.83	
75472	10/11/17	REG PAID	00032	AMERIPRIDE UNIFORM SERVICES	1,862.74	
75473	10/11/17	REG PAID	01885	AT&T ACCT #31-000-6939 380	1,398.45	
75474	10/11/17	REG PAID	01886	AT&T ACCT #171-800-7674 001	1,998.71	
75475	10/11/17	REG PAID	01383	AT&T 530 582-0827 966 5	467.89	
75476	10/11/17	REG PAID	00060	BATTERIES PLUS	402.75	
75477	10/11/17	REG PAID	01438	BAY AREA COATING CONSULTANTS, INC.	1,153.79	
75478	10/11/17	REG PAID	01031	BLACKTOP SEALING & STRIPING, INC.	82,006.92	
75479	10/11/17	REG PAID	00289	DAVID AND ERIN JOST ; BULLSHEAD	2,200.00	
75480	10/11/17	REG PAID	01610	EUROFINS CALSCIENCE, INC.	2,940.00	
75481	10/11/17	REG PAID	00115	CASHMAN EQUIPMENT CO.	370.96	
75482	10/11/17	REG PAID	01617	CHEMPOINT.COM INC.	1,495.10	
75483	10/11/17	REG PAID	01290	CLARK PEST CONTROL	1,550.00	
75484	10/11/17	REG PAID	00696	CORELOGIC INFORMATION SOLUTIONS, IN	506.00	
75485	10/11/17	REG PAID	01925	CUTTING IMAGE LLC	235.45	
75486	10/11/17	REG PAID	00149	CWEA	1,080.00	
75487	10/11/17	REG PAID	00159	DELL COMPUTER CORP. C/O DELL USA L.	1,319.00	
75488	10/11/17	REG PAID	01918	DEPENDABLE TOW	360.00	
75489	10/11/17	REG PAID	00201	FERGUSON ENTERPRISES, INC. #1423	314.72	
75490	10/11/17	REG PAID	00203	FISHER SCIENTIFIC COMPANY	1,838.90	
75491	10/11/17	REG PAID	01914	FLUID COMPONENTS INTERNATIONAL LLC	4,847.13	
75492	10/11/17	REG PAID	01578	GETGO, INC.	39.00	
75493	10/11/17	REG PAID	00224	KEN GRADY CO.	4,180.91	
75494	10/11/17	REG PAID	00225	GRAINGER INC. W.W.	3,558.60	
75495	10/11/17	REG PAID	00232	HACH CHEMICAL COMPANY	2,507.57	
75496	10/11/17	REG PAID	00266	INDUSTRIAL SAFETY SUPPLY	4,444.80	
75497	10/11/17	REG PAID	01573	INFOSEND	1,424.74	
75498	10/11/17	REG PAID	00538	IRON MOUNTAIN	1,242.94	
75499	10/11/17	REG PAID	00287	JONES-WEST FORD	153.66	
75500	10/11/17	REG PAID	01817	JOSE DE JESUS ZARATE	865.32	
75501	10/11/17	REG PAID	00292	KDJ COMPANY	720.00	
75502	10/11/17	REG PAID	01087	L.A. PERKS PLUMBING & HEATING, INC.	480.00	
75503	10/11/17	REG PAID	01872	LEWELLYN TECHNOLOGY, LLC	4,952.00	
75504	10/11/17	REG PAID	01259	LHOIST NORTH AMERICA	24,986.91	
75505	10/11/17	REG PAID	00614	LIBERTY UTILITIES	40.14	
75506	10/11/17	REG PAID	00334	R.F. MACDONALD COMPANY	455.00	
75507	10/11/17	REG PAID	00346	MCMASTER-CARR	476.98	
75508	10/11/17	REG PAID	00851	MSC INDUSTRIAL SUPPLY	881.70	
75509	10/11/17	REG PAID	00893	NEOPOST	173.66	
75510	10/11/17	REG PAID	01821	NEWEGG, INC	664.54	
75511	10/11/17	REG PAID	00407	NORTHERN SAFETY CO., INC.	775.78	
75512	10/11/17	REG PAID	00959	OFFICE DEPOT	2,644.04	
75513	10/11/17	REG PAID	00622	PRAXAIR DISTRIBUTION, INC.	10,976.16	
75514	10/11/17	REG PAID	00452	TRUCKEE DONNER PUD	72,995.59	
75515	10/11/17	REG PAID	00504	RED WING SHOE STORE	585.96	

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
75516	10/11/17	REG PAID	00508	RENO DODGE SALES, INC.	156.60	
75517	10/11/17	REG PAID	01533	RHP MECHANICAL SYSTEMS	1,031.63	
75518	10/11/17	REG PAID	00716	TOM RINNE	1,348.98	
75519	10/11/17	REG PAID	00565	SAFEWAY INC.	137.47	
75520	10/11/17	REG PAID	01062	SAVE MART SUPERMARKETS	160.17	
75521	10/11/17	REG PAID	01744	SHRED-IT USA	252.00	
75522	10/11/17	REG PAID	00595	SIEMENS INDUSTRY, INC.	4,092.22	
75523	10/11/17	REG PAID	00619	SIERRA SYSTEMS, INC.	600.00	
75524	10/11/17	REG PAID	01442	SIERRA OFFICE SOLUTIONS	123.00	
75525	10/11/17	REG PAID	00655	SOLENIS	10,485.85	
75526	10/11/17	REG PAID	00860	SOUTHWEST VALVE, LLC	10,173.91	
75527	10/11/17	REG PAID	00117	SUDDENLINK PAYMENT CENTER	3,247.49	CHECK HAS BEEN VOIDED
75528	10/11/17	REG PAID	01133	SWRCB ACCOUNTING OFFICE	6,173.31	CHECK WAS ISSUED ON 10/11/17
75529	10/11/17	REG PAID	00895	TAHOE SUPPLY COMPANY, LLC	6,173.31	
75530	10/11/17	REG PAID	00391	TEICHERT & SON, INC.	163.39	
75531	10/11/17	REG PAID	01028	TELSTAR	9,845.32	
75532	10/11/17	REG PAID	01894	THATCHER COMPANY OF CA, INC.	9,845.32	
75533	10/11/17	REG PAID	00815	THOMSON WEST	33,463.27	
75534	10/11/17	REG PAID	00449	TRUCKEE BAGEL CO.	302.56	
75535	10/11/17	REG PAID	00794	ULINE	96.00	
75536	10/11/17	REG PAID	00524	UNITED PARCEL SERVICE, UPS	396.54	
75537	10/11/17	REG PAID	00540	VARIED PRODUCT LINES	147.44	
75538	10/11/17	REG PAID	00551	VERIZON WIRELESS	1,805.56	
75539	10/11/17	REG PAID	00560	VWR SCIENTIFIC, INC.	325.35	
75540	10/11/17	REG PAID	00588	WATER ENVIRONMENT FEDERATION	4,511.67	
75541	10/11/17	REG PAID	01521	WCT PRODUCTS	320.00	
75542	10/11/17	REG PAID	00542	WEDCO, INC.	2,426.50	
75543	10/11/17	REG PAID	00578	WESTERN NEVADA SUPPLY	258.47	
75544	10/11/17	REG PAID	00927	WESTERN ENV. TESTING LAB.	1,577.27	
75545	10/11/17	REG PAID	00586	HDS CONST SUPPLY	1,022.00	
75546	10/06/17	MAN PAID	00746	PETTY CASH	786.90	
75547	10/11/17	MAN PAID	00600	SIERRA CHEMICAL COMPANY	223.84	
75548	10/11/17	MAN PAID	01035	SEAL ANALYTICAL, INC.	10,901.42	
75549	10/11/17	MAN PAID	00396	TERRYBERRY COMPANY	862.38	
75550	10/11/17	MAN PAID	00639	SOUTHWEST GAS CORP.	721.88	
75551	10/11/17	MAN PAID	01817	JOSE DE JESUS ZARATE	3,353.77	
75552	10/11/17	MAN PAID	00780	JAY PARKER	925.20	
75553	10/11/17	MAN PAID	00389	NEWARK ELECTRONICS	139.07	
75554	10/11/17	MAN PAID	01928	SOUTH TAHOE PUBLIC UTILITY DISTRICT	481.91	
75555	10/11/17	MAN PAID	00671	TAHOE TRUCKEE DISPOSAL	1,575.00	
75556	10/11/17	MAN PAID	01669	MCVICARS CONSULTING	18,744.98	
75557	10/11/17	MAN PAID	00538	IRON MOUNTAIN	650.00	
75558	10/11/17	MAN PAID	00695	JON NORTHPROP	242.94	
75559	10/11/17	MAN PAID	00373	NEVADA COUNTY- DEPT OF ENVIRONMENTA	390.00	
75560	10/11/17	MAN PAID	00191	ENVIRONMENTAL EXPRESS	2,810.96	
75561	10/11/17	MAN PAID	00203	FISHER SCIENTIFIC COMPANY	2,807.30	
75562	10/11/17	MAN PAID	00614	LIBERTY UTILITIES	1,339.62	
75563	10/11/17	MAN PAID	00959	OFFICE DEPOT	45.07	
75564	10/11/17	MAN PAID	00224	KEN GRADY CO.	409.09	
75565	10/11/17	MAN PAID	00586	HDS CONST SUPPLY	3,028.00	
75566	10/11/17	MAN PAID	01929	DONALD MCKELLAR	179.00	
75567	10/11/17	MAN PAID	01930	STELLA HIGGINBOTHAM	153.00	
75568	10/11/17	MAN PAID	00692	DALE COX	270.68	
75569	10/11/17	MAN PAID	00695	JON NORTHPROP	100.00	

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
75570	10/11/17	MAN PAID	00694	S. LANE LEWIS	100.00	
75571	10/11/17	MAN PAID	01849	DANIEL WILKINS	100.00	
75572	10/11/17	MAN PAID	00067	FLYERS ENERGY LLC	1,916.44	
75573	10/11/17	MAN PAID	99999	VOID ZERO AMOUNT CHECKS VENDOR		CHECK HAS BEEN VOIDED
75574	10/11/17	MAN PAID	99999	VOID ZERO AMOUNT CHECKS VENDOR		CHECK HAS BEEN VOIDED
75575	10/11/17	MAN PAID	01176	ERF INDUSTRIAL SERVICES, INC.		
75576	10/11/17	MAN PAID	00895	TAHOE SUPPLY COMPANY, LLC	4,609.12	
75577	10/11/17	MAN PAID	01028	TELSTAR	1,564.19	
75578	10/13/17	MAN PAID	01479	CONSOLIDATED ELECTRICAL DIST.	9,845.32	
75579	10/13/17	MAN PAID	00232	HACH CHEMICAL COMPANY	2,660.68	
75580	10/13/17	MAN PAID	00058	BARTKIEWICZ, KRONICK & SHANAHAN	11,112.28	
75581	10/13/17	MAN PAID	00603	WILEY, PRICE & RADULOVICH	6,808.88	
75582	10/13/17	MAN PAID	00600	SIERRA CHEMICAL COMPANY	13,067.75	
75583	10/13/17	MAN PAID	00225	GRAINGER INC., W.W.	6,976.80	
75584	10/16/17	MAN PAID	99999	VOID ZERO AMOUNT CHECKS VENDOR	176.85	
75585	10/17/17	MAN PAID	01931	NORI NITSCHKE	158.15	CHECK HAS BEEN VOIDED
75586	10/17/17	MAN PAID	00106	CALIFORNIA STATE BOARD OF EQUALIZAT	1,554.00	
75587	10/20/17	MAN PAID	01934	BRIAN DOYLE	1,778.06	
75588	10/20/17	MAN PAID	01900	AMAZON CAPITAL SERVICES	166.09	
75589	10/20/17	MAN PAID	01609	PAYMENTUS GROUP, INC.	1,038.50	
75590	10/20/17	MAN PAID	00124	CHOUNARD & MYHRE, INC.	62.50	
75591	10/20/17	MAN PAID	00455	PINNACLE TOWERS INC.	654.87	
75592	10/20/17	MAN PAID	00275	J&L PRO KLEEN, INC.	2,300.00	
75593	10/20/17	MAN PAID	00565	SAFEMAY INC.	445.26	
75594	10/20/17	MAN PAID	01141	SAIA, INC.	583.20	
75595	10/26/17	MAN PAID	00692	DALE COX	364.99	
75596	10/31/17	MAN PAID	00771	JAMES REDMOND	42.80	
75597	10/31/17	MAN PAID	01798	ROSHELLE CHAVEZ	42.80	
75598	10/31/17	MAN PAID	00551	VERIZON WIRELESS	341.63	
75599	10/31/17	MAN PAID	00525	UNITED RENTALS	1,500.00	
75600	10/31/17	MAN PAID	01936	CYRIL COYLE JR	17.78	
75601	10/31/17	MAN PAID	01937	SCHAFFERS MILL BUILDERS LLC	2,000.00	
75602	10/31/17	MAN PAID	01938	BRIAN SPANIER	6,500.90	
75603	10/31/17	MAN PAID	01939	GARY HANSON	195.76	
75604	10/31/17	MAN PAID	01940	RALPH & DIANE MILLER	195.76	
75604	10/31/17	MAN VOID	01940	RALPH & DIANE MILLER	195.76	CHECK HAS BEEN VOIDED
75605	10/31/17	MAN PAID	01735	HDR ENGINEERING, INC.	5,008.06	
75606	10/31/17	MAN PAID	01940	RALPH & DIANE MILLER	5,196.76	

CHECK WAS ISSUED ON 10/31/17

144 CHECKS

3,717,727.69

** FINAL TOTAL

EE ELECTRONIC PAYMENTS

A/P CHECK REGISTER

RUN DATE 11/02/17
 RUN TIME 11:48:30

(APM025)
 PAGE 1

FROM 10/01/17 THRU 10/31/17

 CHECK NUMBER DATE STATUS VENDOR CHECK SEQUENCE BREAK CHECK AMT COMMENT

*CHECKS 1 - 1112248

CHECK NUMBER	DATE	STATUS	VENDOR	CHECK SEQUENCE BREAK	CHECK AMT	COMMENT
1112249	10/03/17	MAN PAID	01007	PERS-HEALTH PREMIUM	128,287.81	
1112250	10/12/17	MAN PAID	01005	PERS 457 PLAN	36,125.00	
1112251	10/12/17	MAN PAID	01006	PERS-RETIREMENT	36,046.98	
1112252	10/16/17	MAN PAID	01005	PERS 457 PLAN	8,289.00	
1112253	10/16/17	MAN PAID	01038	FIRST US COMMUNITY CREDIT UNION	3,000.00	
1112254	10/16/17	MAN PAID	00679	NATIONWIDE RETIREMENT SOLUTIONS	2,025.00	
1112255	10/16/17	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	10,529.24	
1112256	10/16/17	MAN PAID	01004	FEDERAL TAXES/EFTPS	32,260.79	
1112257	10/16/17	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	771.64	
1112258	10/16/17	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	3.42	
1112259	10/16/17	MAN PAID	01004	FEDERAL TAXES/EFTPS	11.00	
1112260	10/17/17	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	1.50	
1112261	10/17/17	MAN PAID	01004	FEDERAL TAXES/EFTPS	4.84	
1112262	10/19/17	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	250.80	
1112263	10/19/17	MAN PAID	01006	PERS-RETIREMENT	36,045.16	

257,652.18

15 CHECKS

** FINAL TOTAL

TAHOE-TRUCKEE SANITATION AGENCY - PAYROLL CHECK REGISTER

CHECK#	CHECK DATE	EMPLOYEE NUMBER	CHECK AMOUNT	DIRECT DEPOSIT
54032	10/16/2017	1929	\$2,113.12	
54033	10/16/2017	1980	\$3,697.52	X
54034	10/16/2017	4225	\$5,713.85	X
54035	10/16/2017	5098	\$1,935.14	X
54036	10/16/2017	6626	\$2,876.75	X
54037	10/16/2017	3286	\$1,959.05	X
54038	10/16/2017	7570	\$3,474.98	X
54039	10/16/2017	671	\$4,404.90	X
54040	10/16/2017	8897	\$3,113.66	X
54041	10/16/2017	8710	\$3,589.41	X
54042	10/16/2017	2133	\$2,764.07	X
54043	10/16/2017	8400	\$2,815.09	X
54044	10/16/2017	5982	\$1,892.90	X
54045	10/16/2017	1352	\$2,111.05	X
54046	10/16/2017	3464	\$3,705.52	X
54047	10/16/2017	934	\$3,111.15	X
54048	10/16/2017	992	\$2,467.79	X
54049	10/16/2017	3059	\$2,871.32	X
54050	10/16/2017	411	\$2,087.01	X
54051	10/16/2017	1248	\$2,898.73	X
54052	10/16/2017	6171	\$2,846.37	X
54053	10/16/2017	9815	\$2,051.24	X
54054	10/16/2017	1730	\$2,167.71	X
54055	10/16/2017	9478	\$2,522.26	X
54056	10/16/2017	9268	\$2,432.05	X
54057	10/16/2017	6204	\$3,889.73	X
54058	10/16/2017	6930	\$2,428.59	X
54059	10/16/2017	1567	\$2,273.28	X
54060	10/16/2017	5526	\$3,439.27	X
54061	10/16/2017	9357	\$2,950.08	X
54062	10/16/2017	63	\$2,162.38	X
54063	10/16/2017	65	\$2,849.67	X
54064	10/16/2017	8126	\$2,647.08	X
54065	10/16/2017	890	\$4,778.49	X
54066	10/16/2017	3849	\$1,581.28	X
54067	10/16/2017	572	\$2,233.84	X
54068	10/16/2017	2375	\$3,145.52	X
54069	10/16/2017	3433	\$1,812.70	X
54070	10/16/2017	743	\$3,361.53	X
54071	10/16/2017	6715	\$3,336.21	X
54072	10/16/2017	8112	\$4,022.75	X
54073	10/16/2017	3359	\$1,780.33	X
54074	10/16/2017	8131	\$2,108.36	X
54075	10/16/2017	6833	\$2,280.76	X
54076	10/16/2017	773	\$2,392.93	X
54077	10/16/2017	7232	\$3,239.89	X
54078	10/16/2017	1766	\$2,903.91	X
54079	10/16/2017	9056	\$3,448.77	X
54080	10/16/2017	5476	\$3,004.15	X
54081	10/16/2017	4177	\$2,474.68	X
54083	10/17/2017	1929	\$163.92	
75584	10/16/2017	65	\$374.30	X
			\$142,707.04	

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 6

Subject: Receive and file financial statements and status of investments.

Background: Financial statements and status of investments for the previous calendar month.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.

BUDGETED EXPENDITURES	BUDGET CURRENT YEAR	CURRENT MONTH	YEAR TO DATE	BALANCE	BUDGET %
ADMINISTRATIVE FUND					
45010 SALARIES AND WAGES	500,000.00	39,253.98	110,192.80	389,807.20	22.04
45020 EMPLOYEE BENEFITS	354,000.00	16,237.65	120,891.92	233,108.08	34.15
45030 DIRECTOR FEES	12,000.00	400.00	800.00	11,200.00	6.67
45060 TRANSPORTATION GAS AND OIL	4,000.00	130.02	515.17	3,484.83	12.88
45070 INSURANCE	110,000.00	100.00	48,645.42	61,354.58	44.22
45080 MEMBERSHIPS	25,000.00	199.00	199.00	24,801.00	0.80
45090 OFFICE EXPENSE	75,000.00	5,101.15	6,278.28	68,721.72	8.37
45095 FEES, LICENSES & PERMITS	150,000.00	700.00	10,238.76	139,761.24	6.83
45110 CONTRACTUAL SERVICES	75,000.00	16,762.00	26,167.00	48,833.00	34.89
45120 PROFESSIONAL SERVICES	250,000.00	40,828.17	46,020.17	203,979.83	18.41
45130 PRINTING AND PUBLICATIONS	15,000.00	538.01	2,777.64	12,222.36	18.52
45140 RENTS AND LEASES	5,000.00	533.60	1,019.10	3,980.90	20.38
45150 REPAIRS AND MAINTENANCE	1,000.00	0.00	19.00	981.00	1.90
45170 TRAINING	5,000.00	1,225.78	1,225.78	3,774.22	24.52
45180 UNCOLLECTIBLE ACCOUNTS	5,000.00	0.00	351.60	4,648.40	7.03
45190 UTILITIES	12,000.00	321.36	1,634.49	10,365.51	13.62
45300 EQUIPMENT	7,000.00	0.00	0.00	7,000.00	0.00
TOTAL ADMINISTRATIVE FUND	1,605,000.00	122,330.72	376,976.13	1,228,023.87	23.49
OPERATIONS AND MAINTENANCE FUND					
45010 SALARIES AND WAGES	5,561,500.00	360,024.15	1,104,995.83	4,456,504.17	19.87
45020 EMPLOYEE BENEFITS	3,485,000.00	198,023.29	1,244,348.81	2,240,651.19	35.71
45060 TRANSPORTATION GAS AND OIL	15,000.00	0.00	1,407.75	13,592.25	9.39
45080 MEMBERSHIPS	14,500.00	1,404.28	4,483.28	10,016.72	30.92
45100 SUPPLIES	1,295,000.00	96,465.86	290,424.70	1,004,575.30	22.43
45110 CONTRACTUAL SERVICES	567,000.00	52,129.29	112,131.45	454,868.55	19.78
45140 RENTS AND LEASES	22,000.00	1,423.33	2,990.46	19,009.54	13.59
45150 REPAIRS AND MAINTENANCE	261,000.00	28,887.30	68,225.95	192,774.05	26.14
45155 INSTRUMENTATION & ELECTRICAL	75,000.00	19,162.42	30,075.74	44,924.26	40.10
45160 RESEARCH & MONITORING	80,000.00	6,482.62	13,360.15	66,639.85	16.70
45170 TRAINING	46,000.00	7,166.20	9,391.77	36,608.23	20.42
45190 UTILITIES	1,273,000.00	74,303.43	208,376.83	1,064,623.17	16.37
TOTAL OPERATIONS & MAINTENANCE	12,695,000.00	845,472.17	3,090,212.72	9,604,787.28	24.34
TOTAL	14,300,000.00	967,802.89	3,467,188.85	10,832,811.15	24.25
SRF DEBT SERVICE					
45105 INTEREST ON SRF LOAN EXPENSE	0.00	266,280.33	266,280.33	(266,280.33)	0.00

CASH ON HAND

 CASH ACCOUNT (US BANK) 36,745.20
 CASH - PETTY CASH 1,600.00
 CHK ACCT (WELLS FARGO/PAYROLL) 4,417.71
 SAVINGS (B OF A) 10,956.07
 SERVICE CHARGE MUNI INV (US BANK) 100,188.98
 WASTEWTR CAP RES SAVINGS (BOFA) 15,426.31
 WASTEWATER SAVINGS-WELLS FARGO 217,679.02
 STATE LOCAL AGENCY INVESTMT FUND 53,560,474.75

 TOTAL CASH ON HAND 53,947,488.04
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CURRENT MONTH	INCOME	EXPENSES	ACCOUNTS PAYABLE
ADMINISTRATIVE	572.33	388,611.05	3,252,881.02
OPERATION & MAINTENANCE	40,562.68	845,472.17	248,301.53
W.W.C.R.F.	137,969.06	3,009.35-	0.00
UPGRADE REHAB	0.00	100,365.02	88,937.53
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TOTAL	179,104.07	1,331,438.89	3,590,120.08
=====	=====	=====	=====

BEGINNING BALANCE	YEAR TO DATE RECEIVED	YEAR TO DATE EXPENDED	CURRENT BALANCE
50,000.00	307,639.96	405,435.60	3,199,701.56
250,000.00	5,982,768.87	3,210,893.48	3,021,875.39
20,768,597.34	470,112.10	11,889.97	18,849,651.52
2,917,227.28	6,733.68	0.00	2,923,960.96
26,809,008.58	52,873.98	39,254.70	25,952,298.61
-----	-----	-----	-----
50,794,833.20	6,820,128.59	3,667,473.75	53,947,488.04
=====	=====	=====	=====

0

YEAR TO DATE

INTEREST INCOME

 00 ADMINISTRATIVE 286.10
 01 OPERATION & MAINTENANCE 0.34
 02 W.W.C.R.F. 591.30

 TOTAL INTEREST INCOME 877.74
 =====

FUND INVESTMENTS:
 ADMINISTRATIVE
 OPERATION & MAINTENANCE
 W.W.C.R.F.
 SRF WCRF
 UPGRADE REHAB

T.C.D.	0.00	T-BILLS	0.00	L.A.I.F	3,191,463.94
	0.00		0.00		2,876,205.05
	0.00		0.00		18,616,546.19
	0.00		0.00		2,923,960.96
	0.00		0.00		25,952,298.61
	0.00		0.00		53,560,474.75

TOTAL FUND INVESTMENTS

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TAHOE-TRUCKEE SANITATION AGENCY
FINANCIAL STATEMENT
Summary
September 30, 2017

SUMMARY OF PAID & PAYABLE

Administrative and General Paid: \$770,818.27

Administrative and General Payable: \$3,590,120.08

Total Administrative and General Paid and Payable: \$4,360,938.35

Total Administrative and General Payroll Paid: \$424,073.93

0

TAHOE-TRUCKEE SANITATION AGENCY
 SUMMARY OF YEAR TO DATE CHANGES IN FUND BALANCES
 PERIOD ENDING 9/30/17

	ADMIN	OPERATIONS & MAINTENANCE	WASTEWATER CAP RESERVE	SRF WASTEWTR CAP RESERVE	UPGRADE REHAB	TOTAL
CASH BEG BAL	50,000.00	250,000.00	20,768,597.34	2,917,227.28	26,809,008.58	50,794,833.20
TRANSFERS	3,247,497.20	0.00	2,377,167.95-	0.00	870,329.25-	0.00
BEG A/R	205,124.67	496,159.72	52,031.17	6,733.68	52,873.98	812,923.22
INCOME	114,569.29	6,266,469.80	439,366.30	0.00	0.00	6,820,405.39
END A/R	12,054.00-	779,860.65-	21,285.37-	0.00	121,902.15	198,872.57
BEG A/P	31,345,466.17	1,233,119.13	0.00	0.00	12,803.15	32,591,388.45
EXPENSES	643,256.46	3,090,212.72	11,889.97	0.00	115,389.08	3,860,748.23
END A/P	31,583,287.03-	1,112,438.37-	0.00	0.00	88,937.53-	32,784,662.93-
CASH END BAL	3,199,701.56	3,021,875.39	18,849,651.52	2,923,960.96	25,952,298.61	53,947,488.04

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Sept. 30, 2017

ASSETS

Current Assets	Balance
Cash and Cash Equivalents	
00-10020 Cash - Wells Fargo Bank Payroll	\$ -
00-10030 Cash - Petty Cash	1,600.00
00-10040 Cash - Bank of America Tax Revenue	6,637.62
00-10070 Cash - L.A.I.F.	3,191,463.94
01-10010 Cash - U.S. Bank Checking	36,745.20
01-10020 Cash - Wells Fargo Bank Payroll	4,417.71
01-10040 Cash - Bank of America Tax Revenue	4,318.45
01-10050 Cash - Service Charge Savings	100,188.98
01-10070 Cash - L.A.I.F.	2,876,205.05
06-10070 Cash - L.A.I.F.	<u>25,952,298.61</u>
Total Cash and Cash Equivalents	\$ <u>32,173,875.56</u>
Accounts Receivable	
00-11010 A/R Northstar In-lieu of Tax	0.00
00-11075 A/R Admin COBRA	0.00
00-11280 A/R Brown Act Reform Reimb.	\$ 12,054.00
01-11020 Accounts Receivable Service Charges	349,642.90
01-11021 Service Charge Refunds	5,147.39
01-11065 Accounts Receivable Laboratory	1,350.00
01-11070 Accounts Receivable Temp. Discharge	10,510.69
01-11075 Accounts Receivable COBRA	854.28
01-11080 Accounts Receivable Other	4,623.04
01-11085 A/R Ammonium Sulfate	0.00
00-14850 Accrued Income	0.00
01-14850 Accrued Income	<u>0.00</u>
Total Accounts Receivable	\$ 384,335.30
Inventory	
01-12550 Chemical Inventory	\$ 95,296.15
01-12560 Fuel Inventory	<u>26,606.00</u>
Total Inventory	\$ 121,902.15
01-13060 Due From Government Agencies	<u>\$ 285,677.20</u>
Total Current Assets	<u>\$ 32,965,790.21</u>

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Sept. 30, 2017

Restricted Assets	Balance
02-10060 Cash - Bank of America WWCR	\$ 15,426.31
02-10065 Cash - Wells Fargo WWCR Savings	217,679.02
02-10070 Cash - L.A.I.F.	18,616,546.19
02-10530 Cash - Certificate of Deposit	0.00
04-10070 Cash - L.A.I.F.	<u>2,923,960.96</u>
Total Cash and Cash Equivalents	\$ 21,773,612.48
02-11030 A/R Connection Fee Payment Plans	<u>21,285.37</u>
Total Restricted Assets	<u>\$ 21,794,897.85</u>
Property Plant & Equipment	
00-16010 Land	\$ 2,174,726.00
00-16020 Plant Fencing	244,732.11
00-16040 Sewage Collection Facility	14,168,430.43
00-16050 Sewage Treatment & Disposal Facility	125,093,559.93
00-16060 General Plant & Admin. Facility	3,982,615.29
00-16090 Vehicles	1,209,946.21
00-16550 Allowance for Depr. Facility	(56,036,579.38)
00-16580 Allowance for Depr. General Plant	<u>(4,685,118.00)</u>
Net Capital Assets	\$ 86,152,312.59
Deferred Pension Outflows	
00-16810 Deferred Pension Outflows	\$ 587,605.00
01-16810 Deferred Pension Outflows	\$ -
Deferred Pension Outflows	<u>\$ 587,605.00</u>
Total Assets	<u><u>\$ 141,500,605.65</u></u>

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Sept. 30, 2017

LIABILITIES & NET ASSETS	Balance
Current Liabilities	
00-20350 Accounts Payable - Admin.	\$ (3,252,881.02)
01-20350 Accounts Payable - Operations & Maint.	(248,301.53)
06-20350 Accounts Payable - Upgrade	(88,937.53)
	<u>\$ (3,590,120.08)</u>
00-20810 Accrued Liability for Compensated Absences	(53,885.58)
01-20810 Accrued Liability for Compensated Absences	(860,258.72)
	<u>\$ (914,144.30)</u>
01-22010 Customer Deposits Temp. Discharge Permits	<u>\$ (400.00)</u>
00-20390 Accrued Expenses - Admin.	0.00
00-20410 Retention	0.00
00-20710 Salaries and Wages Payable	0.00
00-20720 Federal Payroll Taxes Payable	0.00
00-20725 State Payroll Taxes Payable	0.00
00-20727 SDI Payable	0.00
00-20730 Pers 457 ING Retirement Payable	0.00
00-20735 Nationwide 457 Payable	0.00
00-20740 Credit Union P/R Deduction Payable	0.00
00-20750 Wage Garnishment Payable	0.00
00-20760 Life Insurance Payable	0.00
00-20770 Medicare Deduction Payable	0.00
00-20780 Survivor Benefits Payable	(4.00)
00-20785 Pers "AIR" Time Deduction Payable	0.00
00-20786 Pers Employee Paid Contribution	(519.64)
01-20390 Accrued Expenses - Operations & Maint.	0.00
01-20710 Salaries and Wages Payable	0.00
01-20720 Federal Payroll Taxes Payable	0.00
01-20725 State Payroll Taxes Payable	0.00
01-20727 SDI Payable	0.00
01-20730 Pers 457 ING Retirement Payable	25.00
01-20735 457 Retirement Plan Payable	0.00
01-20740 Credit Union P/R Deduction Payable	250.00
01-20750 Wage Garnishment Payable	0.00
01-20760 Life Insurance Payable	(140.85)
01-20770 Medicare Deduction Payable	0.00
01-20780 Survivor Benefits Payable	(45.00)
01-20785 Pers "AIR" Time Deduction Payable	(485.32)
01-20786 Pers Employee Paid Contribution	(3,081.95)
	<u>\$ (4,001.76)</u>
Current Restricted Liabilities	
00-20395 Accrued Interest Payable	0.00
00-23010 State Revolving Fund Loan Payable-Current	0.00
02-20350 Accounts Payable - WasteWater Cap. Reserve	0.00
	<u>\$ -</u>
Long Term Debt	
00-23020 State Revolving Fund Loan Payable-Long Term	\$ (28,275,996.79)
00-24010 Net Pension Liability	\$ (10,678,017.00)
01-24010 Net Pension Liability	\$ -

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Sept. 30, 2017

Long Term Liabilities \$ (38,954,013.79)

Deferred Pension Inflows

00-24020 Deferred Pension Inflows \$ (1,965,006.00)

01-24020 Deferred Pension Inflows \$ -

Total Deferred Pension Inflows \$ (1,965,006.00)

Total Liabilities \$ (45,427,685.93)

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Sept. 30, 2017

CAPITAL	Balance
Capital Assets	
00-25050 Contributed Capital - Capital Grants	\$ (28,336,343.44)
00-25051 Contributed Capital - Local District	(1,330,176.82)
00-25052 Contributed Capital - US Forest	(223,315.00)
00-25053 Contributed Capital - State Park	(16,341.91)
00-26010 Retained Earnings - Administrative	(13,100,375.92)
00-26020 Net Profit - Admin	<u>(2,718,810.03)</u>
	\$ (45,725,363.12)
Restricted for Wastewater Capital Reserve	
02-26010 Retained Earnings - WasteWater Capital Reserve	(20,820,628.51)
02-26020 Net Profit - WasteWater Capital Reserve	<u>1,949,691.62</u>
	\$ (18,870,936.89)
Restricted for State Loan Repayment	
04-26010 Retained Earnings - WCRF SRF	(2,923,960.96)
04-26020 Net Profit - WCRF SRF	<u>0.00</u>
	\$ (2,923,960.96)
Unrestricted	
01-26010 Retained Earnings - Service Charge	486,959.41
01-26020 Net Profit - Operations	(3,176,257.08)
06-26010 Retained Earnings - Upgrade Rehab	(26,849,079.41)
06-26020 Net Profit - Upgrade	<u>985,718.33</u>
	\$ (28,552,658.75)
 Total Net Assets	 <u>\$ (96,072,919.72)</u>
 Total Liabilities & Net Assets	 <u><u>\$(141,500,605.65)</u></u>

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Oct. 31, 2017

ASSETS

Current Assets	Balance
Cash and Cash Equivalents	
00-10020 Cash - Wells Fargo Bank Payroll	\$ 14,287.83
00-10030 Cash - Petty Cash	1,600.00
00-10040 Cash - Bank of America Tax Revenue	7,583.33
00-10070 Cash - L.A.I.F.	854.48
01-10010 Cash - U.S. Bank Checking	27,205.14
01-10020 Cash - Wells Fargo Bank Payroll	133,436.01
01-10040 Cash - Bank of America Tax Revenue	4,318.62
01-10050 Cash - Service Charge Savings	14,678.33
01-10070 Cash - L.A.I.F.	2,220,168.38
06-10070 Cash - L.A.I.F.	25,831,125.29
Total Cash and Cash Equivalents	<u>\$ 28,255,257.41</u>
Accounts Receivable	
00-11010 A/R Northstar In-lieu of Tax	0.00
00-11075 A/R Admin COBRA	0.00
00-11280 A/R Brown Act Reform Reimb.	\$ 12,054.00
01-11020 Accounts Receivable Service Charges	293,444.01
01-11021 Service Charge Refunds	6,318.26
01-11065 Accounts Receivable Laboratory	1,250.00
01-11070 Accounts Receivable Temp. Discharge	10,510.69
01-11075 Accounts Receivable COBRA	707.01
01-11080 Accounts Receivable Other	0.00
01-11085 A/R Ammonium Sulfate	0.00
00-14850 Accrued Income	0.00
01-14850 Accrued Income	0.00
Total Accounts Receivable	<u>\$ 326,148.73</u>
Inventory	
01-12550 Chemical Inventory	\$ 95,296.15
01-12560 Fuel Inventory	26,606.00
Total Inventory	<u>\$ 121,902.15</u>
01-13060 Due From Government Agencies	<u>\$ 285,677.20</u>
Total Current Assets	<u>\$ 28,988,985.49</u>

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Oct. 31, 2017

Restricted Assets	Balance
02-10060 Cash - Bank of America WWCR	\$ 31,584.03
02-10065 Cash - Wells Fargo WWCR Savings	431,534.47
02-10070 Cash - L.A.I.F.	18,558,561.41
02-10530 Cash - Certificate of Deposit	0.00
04-10070 Cash - L.A.I.F.	<u>2,931,709.98</u>
Total Cash and Cash Equivalents	\$ 21,953,389.89
02-11030 A/R Connection Fee Payment Plans	<u>\$ 20,325.89</u>
Total Restricted Assets	<u>\$ 21,973,715.78</u>
Property Plant & Equipment	
00-16010 Land	\$ 2,174,726.00
00-16020 Plant Fencing	244,732.11
00-16040 Sewage Collection Facility	14,168,430.43
00-16050 Sewage Treatment & Disposal Facility	125,093,559.93
00-16060 General Plant & Admin. Facility	3,982,615.29
00-16090 Vehicles	1,209,946.21
00-16550 Allowance for Depr. Facility	(56,036,579.38)
00-16580 Allowance for Depr. General Plant	<u>(4,685,118.00)</u>
Net Capital Assets	\$ 86,152,312.59
Deferred Pension Outflows	
00-16810 Deferred Pension Outflows	\$ 587,605.00
01-16810 Deferred Pension Outflows	\$ -
Deferred Pension Outflows	<u>\$ 587,605.00</u>
Total Assets	<u>\$ 137,702,618.86</u>

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Oct. 31, 2017

LIABILITIES & NET ASSETS	Balance
Current Liabilities	
00-20350 Accounts Payable - Admin.	\$ (3,469.92)
01-20350 Accounts Payable - Operations & Maint.	(151,429.95)
06-20350 Accounts Payable - Upgrade	(31,475.53)
	<u>\$ (186,375.40)</u>
00-20810 Accrued Liability for Compensated Absences	(53,885.58)
01-20810 Accrued Liability for Compensated Absences	(860,258.72)
	<u>\$ (914,144.30)</u>
01-22010 Customer Deposits Temp. Discharge Permits	<u>\$ (400.00)</u>
00-20390 Accrued Expenses - Admin.	0.00
00-20410 Retention	0.00
00-20710 Salaries and Wages Payable	(14,287.83)
00-20720 Federal Payroll Taxes Payable	(2,868.45)
00-20725 State Payroll Taxes Payable	(995.73)
00-20727 SDI Payable	(103.99)
00-20730 Pers 457 ING Retirement Payable	(150.00)
00-20735 Nationwide 457 Payable	(850.00)
00-20740 Credit Union P/R Deduction Payable	0.00
00-20750 Wage Garnishment Payable	0.00
00-20760 Life Insurance Payable	0.00
00-20770 Medicare Deduction Payable	(577.87)
00-20780 Survivor Benefits Payable	(4.00)
00-20785 Pers "AIR" Time Deduction Payable	0.00
00-20786 Pers Employee Paid Contribution	(519.64)
01-20390 Accrued Expenses - Operations & Maint.	0.00
01-20710 Salaries and Wages Payable	(129,705.51)
01-20720 Federal Payroll Taxes Payable	(24,039.90)
01-20725 State Payroll Taxes Payable	(8,090.34)
01-20727 SDI Payable	(1,427.26)
01-20730 Pers 457 ING Retirement Payable	(8,139.00)
01-20735 457 Retirement Plan Payable	(1,175.00)
01-20740 Credit Union P/R Deduction Payable	(3,000.00)
01-20750 Wage Garnishment Payable	0.00
01-20760 Life Insurance Payable	(138.90)
01-20770 Medicare Deduction Payable	(5,235.91)
01-20780 Survivor Benefits Payable	(45.00)
01-20785 Pers "AIR" Time Deduction Payable	(241.60)
01-20786 Pers Employee Paid Contribution	(3,417.69)
	<u>\$ (205,013.62)</u>
Current Restricted Liabilities	
00-20395 Accrued Interest Payable	0.00
00-23010 State Revolving Fund Loan Payable-Current	0.00
02-20350 Accounts Payable - WasteWater Cap. Reserve	0.00
	<u>\$ -</u>
Long Term Debt	
00-23020 State Revolving Fund Loan Payable-Long Term	<u>\$ (28,275,996.79)</u>
00-24010 Net Pension Liability	\$ (10,678,017.00)
01-24010 Net Pension Liability	\$ -

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Oct. 31, 2017

Long Term Liabilities \$ (38,954,013.79)

Deferred Pension Inflows

00-24020 Deferred Pension Inflows \$ (1,965,006.00)

01-24020 Deferred Pension Inflows \$ -

Total Deferred Pension Inflows \$ (1,965,006.00)

Total Liabilities \$ (42,224,953.11)

Tahoe-Truckee Sanitation Agency
Statement of Net Assets
Month Ending Oct. 31, 2017

CAPITAL	Balance
Capital Assets	
00-25050 Contributed Capital - Capital Grants	\$ (28,336,343.44)
00-25051 Contributed Capital - Local District	(1,330,176.82)
00-25052 Contributed Capital - US Forest	(223,315.00)
00-25053 Contributed Capital - State Park	(16,341.91)
00-26010 Retained Earnings - Administrative	(13,100,375.92)
00-26020 Net Profit - Admin	<u>(2,774,723.10)</u>
	\$ (45,781,276.19)
Restricted for Wastewater Capital Reserve	
02-26010 Retained Earnings - WasteWater Capital Reserve	(20,820,628.51)
02-26020 Net Profit - WasteWater Capital Reserve	<u>1,778,622.71</u>
	\$ (19,042,005.80)
Restricted for State Loan Repayment	
04-26010 Retained Earnings - WCRF SRF	(2,923,960.96)
04-26020 Net Profit - WCRF SRF	<u>(7,749.02)</u>
	\$ (2,931,709.98)
Unrestricted	
01-26010 Retained Earnings - Service Charge	486,959.41
01-26020 Net Profit - Operations	(2,409,983.43)
06-26010 Retained Earnings - Upgrade Rehab	(26,849,079.41)
06-26020 Net Profit - Upgrade	<u>1,049,429.65</u>
	\$ (27,722,673.78)
 Total Net Assets	 <u>\$ (95,477,665.75)</u>
 Total Liabilities & Net Assets	 <u><u>\$ (137,702,618.86)</u></u>

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 7

Subject: Approval of CH2M Hill Task Order 29 to provide engineering design and construction assistance for the Building 27 Main Service Upgrade project.

Background: There are 18 main circuit breakers in building 27. In 2006, T-TSA replaced 6 of the breakers in conjunction with other electrical improvements. Parts are no longer available and there has been failure of internal components in the some of the remaining 12 circuit breaker units. Staff recommends improvements to replace the remaining units with newer units.

CH2M Hill provided design and construction support for the improvements in 2006 and are familiar with the required scope of the project. The task order includes design and construction assistance for furnishing and installing 12 new main circuit breakers.

Fiscal Impact: Task Order 29 is based on a time and expenses with a not to exceed amount of \$58,800. Estimated preliminary construction improvement costs are \$450,000.

Previous Board Action: None.

Recommendation: Approve CH2M Hill Task Order 29 to provide engineering design and construction assistance for the Building 27 Main Service Upgrade project.

Task Order No. 29 to Agreement between Tahoe-Truckee Sanitation Agency and CH2M HILL, Inc.

This TASK ORDER is for the AGREEMENT dated June 14, 1995, including subsequent Amendments dated December 11, 2002, March 25, 2003, January 1, 2009, and January 1, 2014, between Tahoe-Truckee Sanitation Agency (T-TSA or Agency) and CH2M HILL, Inc. (CH2M or Consultant). The purpose of this TASK ORDER is to provide engineering design and construction assistance to the Agency for a PROJECT generally described as follows:

Building 27 Main Service Upgrade Project

Consultant will provide engineering services associated with replacement of Switchgear 27-1 (6) circuit breakers and 27-2 (6) circuit breakers, at the T-TSA Water Reclamation Plant (WRP). The replacement breakers are assumed to fit into the existing switchgear. Agency will provide features and preferences for the new breakers during the kickoff meeting.

CH2M will evaluate suitable breakers and determine which manufacturer's products will fit the existing Switchgear and provide the required functionality. The replacement breakers will be provided with solid state trip units.

The contract documents will specify the phases of the project, maximum shutdown time permissible (12 hours), lag time required between construction phases, and timeline required for completion of work (not including administrative and submittal activities; the duration of work shall not exceed 2 months and shall be performed between mid-September 2018 and mid-November 2018).

Article 1 – Scope of Services

Task 1 –Design Phase

For this PROJECT, Consultant will provide the following design phase services:

- **Drawings and Specifications (90 Percent Submittal)** – Consultant will prepare a drawing and specification package which describes the work to be performed in sufficient detail for Agency to obtain competitive Bids for the work and construct the PROJECT under an itemized bid construction contract. Design drawings and specification sections that Consultant anticipates preparing to describe the work are listed below:
 - Design Drawings
 - ✓ Cover Sheet with Drawing Index
 - ✓ Electrical Legend
 - ✓ SWGR 27 Elevation and Circuit Breaker Replacement Details

- ✓ Electrical Construction Details
- Specification Sections
 - ✓ General Requirements (Division 01)
 - ✓ Demolition
 - ✓ Basic Electrical Requirements
 - ✓ Basic Electrical Materials and Methods
 - ✓ Electrical Testing
 - ✓ Conductors
 - ✓ Circuit Breakers
- **Front-End Documents** – Consultant will review Agency-prepared front-end documents (Bidding Requirements, Contract Forms, Abbreviations and Definitions, Instructions to Bidders, and General Conditions) and provide Agency with recommendations for coordinating with the drawings and specifications.
- **General Requirements (Division 01)** – Consultant will prepare General Requirements with input from Agency on items such as summary of work, construction time period, and construction sequencing and constraints. Agency will prepare Section 01 00 13, Special Conditions for Project. All other Division 1 specifications will be prepared by Consultant. Division 1 specifications prepared under Task Order 27 will be used as the basis for this PROJECT.
- **Quality Control Review** – All technical documents prepared by Consultant under this task order will be reviewed by a senior Electrical Engineer prior to submitting the 90 percent review documents to the Agency. Review comments will be addressed by the design team and adjudicated with the senior review engineer; applicable changes will be incorporated into the 90 percent submittal package.
- **Bid Documents** – Consultant will address and incorporate consolidated comments received from Agency and complete the Bid Documents. Comments are assumed to be minor in nature.
- **Construction Cost Estimate** – Consultant will prepare a Class 2 construction cost estimate based on the 90 percent submittal documents. A summary of the cost estimate will be submitted to the Agency for use in evaluating bids received on the PROJECT.

Deliverables

- Electronic PDF files of 90 percent complete drawings (half-size) and specifications, transmitted to Agency by email.
- One hard copy set of PE stamped and signed contract documents with half-size drawings.
- Electronic PDF files of Bid ready contract documents, transmitted to Agency by email.
- Class 2 construction cost estimate summary.

Task 2 - Construction Phase

For this PROJECT, Consultant will provide the following construction phase services:

- Provide responses to technical questions and prepare addenda information during the Bid phase of the PROJECT.
- Review shop drawing submittals and transmit written review comments to the Agency.
- Respond in writing to Requests for Information (RFI) submitted to Agency by Contractor.
- Review vendor O&M Manuals and transmit written review comments to the Agency.
- Confirm or recommend short time and long time trip settings for the new Switchgear 27 circuit breakers.
- Consultant's Project Engineer will make one site visit during construction.
- Assist Agency with preparation of the Contractor final punch list for the PROJECT.
- Consultant will prepare construction record drawings based on construction records provided by Agency. Consultant shall not be responsible for errors or omissions in the record drawings.

Deliverables

- Technical addenda items
- Review comments pertaining to shop drawings (all electronic format)
- Responses to RFIs
- Review comments pertaining to Vendor O&M Manual (all electronic format)
- Recommended circuit breaker trip settings to coordinate with site Arc Flash mitigation strategies derived from Agency-provided most recent Arc Flash Risk Assessment
- Site visit trip report
- List of final punch list items
- Construction record drawings in PDF and AutoCAD (2013 or newer) format

Task 3 – Project Management, Meetings, and Quality Control

- **Project Management** – Consultant will provide the following project management services to facilitate efficient execution of the PROJECT:
 - Communications with Agency staff regarding administrative, work progress, and technical issues.
 - Scheduling of Consultant staff to execute the PROJECT and make trips to the site.
 - Scheduling, facilitating, and documenting conference calls with Agency staff to discuss PROJECT issues.
 - Preparation of monthly progress reports and invoices.
- **Meetings** – Consultant will prepare for and attend a Project kick-off meeting and design review meeting. Attendees at the kick-off meeting and design review meeting will include the Consultant's project manager (Brad Memeo) and project lead engineer (Timothy Hill). Agency personnel who will assist with the project tasks are requested to attend.

- The kickoff meeting will be held at Agency's office and will focus on an overall review of the project scope, schedule, and data needs as well as confirming project goals, objectives, and expectations. Once the kick-off meeting has been completed, data collection will commence. A meeting summary will be produced summarizing the kick-off meeting. A listing of Agency-provided data needed for the Project will also be included.
- A design review meeting will be held via conference call approximately 2 to 3 weeks after the kickoff meeting. The intent of the design review meeting is for Consultant to present major design elements prior to advancing to a 90% design stage. A meeting summary will be produced summarizing the design review meeting.
- **Quality Control** – Upon completion of the 90% design, senior members of the Consultant's team will review drawings and technical specifications. Internal reviews by the senior engineer and subsequent fixup will be performed by the design team on all deliverables prior to submittal to Agency.

Assumptions

The scope and fee for this work include the following assumptions:

- Specification will require general contractor or breaker manufacturer to make site visit to inspect existing circuit breakers and take/verify dimensions prior to submitting shop drawings and supplying the project circuit breakers understanding the construction constraints.
- Agency will prepare and assemble the front-end documents for this PROJECT and email them to Consultant, including the Bidding Requirements, Contract Forms, Abbreviations and Definitions, Instructions to Bidders, and General Conditions. Consultant will combine these Agency-provided documents with Consultant-prepared drawings and specifications into a complete set of biddable contract documents.
- Agency will provide all services associated with advertising, bidding, and awarding the construction contract for the PROJECT, except for the noted Bid phase assistance.
- Prepare up to one addenda to Contract Documents for distribution by Agency.
- Review approximately 6 submittals (includes re-submittals), each requiring an average of about 4 hours of review and processing time.
- Respond to approximately 3 RFIs, each requiring an average of about 2 hours of review and processing time.
- Agency will handle all construction contract administration activities and onsite construction observation work.
- One member of Consultant's staff will make one trip to the plant site during the Construction phase to observe the construction work performed by the Contractor, address construction questions/issues, and assist the Agency in the preparation of punch list items for the PROJECT.

- The construction work will be split between two (minimum) and four (maximum) phases to enable the WRP to operate with minimum disruption, as will be discussed in the project kickoff meeting.
- Agency will furnish Consultant with an electronic PDF of the fully executed contract and Addenda issued by Agency during the Bid period, for use by Consultant during the construction phase of the PROJECT.
- Drawings will be produced using Consultant's standard MicroStation software. Consultant's internal CAD standards will be adequate for finalizing the record drawings. Once finalized, Consultant shall convert drawings in AutoCAD format and electronically deliver them to Agency.

Article 2 – Compensation

Compensation by Agency to Consultant will be as follows:

1. Cost-Reimbursable Multiplier (Time and Expense)

For services enumerated in ARTICLE 1, Consultant's Salary Costs multiplied by a factor of 2.05 plus Direct Expenses, plus a service charge of 5 percent for Direct Expenses.

A budgetary estimate of \$58,800 has been established for services described under ARTICLE 1. It is recognized that actual costs required to complete the work may vary from the estimate provided due to additional or unforeseen requirements. The Consultant shall provide periodic progress reports to the Agency and the scope and/or fee will be adjusted as necessary to complete the work required. The authorized budgetary fee estimate amount will not be exceeded without prior authorization from the Agency's Board of Directors.

The budget is summarized below in Table 1.

Table 1. Fee Estimate

Task/Subtask	Description	Total
1	Design Phase	\$32,600
2	Construction Phase	\$13,000
3	Project Management, Meetings, and Quality Control	\$13,200
Total		\$58,800

When any budget has been increased, Consultant's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

2. Salary Costs

Salary Costs are the amount of wages or salaries paid Consultant's employees for work directly performed on the PROJECT plus a percentage applied to all such wages

or salaries to cover all payroll-related taxes; vacation, holiday, and sick pay; group insurance; and pension plan contributions.

3. Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services; special Agency-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's current standard rate charges for direct use of Consultant's vehicles, computing systems, laboratory test and analysis, word processing, printing and reproduction services, and certain field equipment; and (3) Consultant's standard project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) and telecommunications services.

Consultant's current standard rates for direct expenses shall be used. These rates are subject to change following internal audits and reviews.

Article 3 – Schedule

The PROJECT will be completed by December 31, 2018.

Other Provisions

The following provisions shall apply to this TASK ORDER:

All design phase related work shall be completed by January 31, 2018.

All construction phase related work shall be completed by December 31, 2018.

This TASK ORDER shall be subject to the terms and conditions of the referenced AGREEMENT, as amended.

IN WITNESS WHEREOF, TASK ORDER NO. 29 is effective when approved by the Agency's Board of Directors, and is executed as shown below:

For Agency,

TAHOE-TRUCKEE SANITATION AGENCY

By: _____
LaRue Griffin

General Manager
Title

Date: _____, 2017

For Consultant,

CH2M HILL, Inc.

By: 
Brett Isbell

Designated Manager
Title

Work under this Task Order will be performed under the direction of CH2M HILL Project Manager, Brad L. Memeo, P.E., who is a Civil Engineer, Certificate No. C 81778, licensed by the California Board for Professional Engineers and Land Surveyors.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 8

Subject: Approval of the Annual Employee Appreciation dinner.

Background: T-TSA provides an annual employee appreciation dinner. The proposed dinner is at the Silver Legacy Resort and Casino in Reno.

Fiscal Impact: Approximately \$5,000.

Previous Board Action: None.

Recommendation: Approve the Annual Employee Appreciation dinner.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 9

Subject: Discussion of State Route 89/Fanny Bridge Community Revitalization Project-Related TRI Relocation Agreement.

Background: An agreement between the Agency, North Tahoe Public Utility District (NTPUD), Tahoe City Public Utility District (TCPUD), and Central Federal Lands Highway Division has been executed to define the rights and duties of each party during the TRI relocation associated with the State Route 89/Fanny Bridge Community Revitalization Project.

An update to the construction phase of the project will be provided at the Board meeting.

Fiscal Impact: None.

Previous Board Action: The Board approved the agreement in substantially the form as presented and authorized the General Manager to approve minor changes and edits with assistance of legal counsel as the agreement and its exhibits are finalized.

Recommendation: No action required.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 10

Subject: Operations, Maintenance, Engineering and IT Reports.

Background: Staff reports for the previous and current months.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.

Operations Board Report

October 2017

All plant waste discharge requirements were met for the month of October, except for pH at Well #31. The pH at Well #31 is required to be within 6.5-8.5. It was recorded at 6.4. It was reported to Regional Water Control Board (Lahontan) and is considered a minor violation.

Operations Report:

- Daily average plant influent flow for October 3.18 MG. Maximum instantaneous flow rate 5.49 MG
- Half of the activated sludge systems were in-service during the month to accommodate flows and loadings.
- Stopped bypassing flow around BNR 10/26/17.
- Cleaned, inspected, and checked weir levels on oxygenation basins 5 & 6.
- Overall, Plant operations ran well.

Michael Peak
Operations Manager

BOARD OF DIRECTORS MONTHLY OPERATIONS REPORT - October of 2017

FLOW DATA

31 **Days**

Maximum 7-Day Average Flow	<u>3.42</u>	MGD
Monthly Flow Average	<u>3.18</u>	MGD
Average Flow This Month Last Year	<u>3.11</u>	MGD
5-Year Average for This Month	<u>2.99</u>	MGD

Oct-16

MONTHLY AVERAGE EFFLUENT QUALITY

	5-Yr Avg - Oct	Sep-17	Oct-17	Limits
Turbidity "daily maximum"	<u>2.10</u>	<u>2.70</u>	<u>2.90</u>	10
Suspended Solids	<u>1.90</u>	<u>2.40</u>	<u>1.90</u>	10
COD	<u>34.0</u>	<u>37.0</u>	<u>35.0</u>	45
Total Nitrogen	<u>4.66</u>	<u>3.21</u>	<u>4.81</u>	mg/l
Total Phosphorus	<u>0.36</u>	<u>0.58</u>	<u>0.56</u>	mg/l

COSTS

	Sep-17	Oct-17
Chemicals	<u>\$59,755</u>	<u>\$69,222</u>
Power	<u>\$72,782</u>	<u>\$63,357</u>
Monthly Sludge Disposal Charge	<u>\$18,690</u>	<u>\$15,183</u>
Chemical, Power & Sludge Costs/M.G.	<u>\$1,356</u>	<u>\$1,498</u>

Projects:

- Meetings for AWT control panel upgrade project, defining the scope, timelines and panel relocation.
- Corrective Maintenance and I&E personnel to Automated Valve Control class put on by CWEA.
- Assisting Operations and Engineering with cell inspections for trains 5&6 on side 2 Oxygenation Basin.

Preventive Maintenance:

- Ongoing weekly, monthly scheduled maintenance.
- Preventive maintenance RR list items.
- Building 80, pumps number 1&2 strainer cleaning.
- Pond A winter drainage prep.
- Working with P.I.S. program for PM task scheduling.
- Cart and vehicle p.m.'s.

Corrective Maintenance:

- In plant roof repairs for critical areas, bldg. 53 control room and bldg. 3 computer server room.
- Administration bldg. heating system repairs.
- Clarifier wall railing installation started, for safety compliance, on chemical clarifier no. 1
- Building 33 Heat Generation system repairs.
- Boiler repairs, replacing corroded make-up water piping and repairing water level sight gauges.
- Corrective maintenance RR list items.

Instrumentation & Electrical:

- Moved and installed upgraded telemetry panel for Alpine flume.
- Researching information for bldg. 27 switchgear upgrade.
- Started BNR blower no. 6 VFD changeout.
- New weatherproof fire-pull installations (4) for methanol bldg. containment area.
- AWT panel upgrade research and planning for safety compliance and backup operational capabilities.
- I&E PM list, with calibrating and testing.
- I&E RR list items.

Jim Redmond
Maintenance Manager

- ◆ **Projects:** In the month of October, Engineering staff continued working on the following projects:
 - 2017 Asphalt Sealing Project
 - 2017 TRI Digital Scanning Project
 - TRI MH 81 to 83 Improvements Project

- ◆ **Project Planning Meetings:** Engineering staff assisted in review of construction documents and/or attended coordination meetings for the following projects:
 - SR 89/Fanny Bridge Community Revitalization Project

Jay Parker
Engineering Manager

IT Monthly Report for October 2017

T-TSA Plant Information System (PIS)

Daily material and energy usage being programmed in PLCs for transfer to PIS.
Asset Management Software Development.
Start on database table definitions for Asset Management System (AMS)
Work started on notification/ready status system of PIS.
Programming 90% finished of work flow integration. Maintenance management training

T-TSA SCADA Information System (SIS)

Runtimes being configured for Powerflex equipment
Configuration of software for Web App to communication with Siemens Controllers
Power Monitoring being programmed for daily totalization upload to PIS and SIS.
Building 27
Building 81
Protocol established and modules are programmed
Programming server side Alpine Meadows Panel PLC complete

Automation of Wasting (WAS)

Side 1 start implementation.

SCADA HMI Virtual Machine Development and Software Upgrade

Configuration of Wonderware Application Server being installed
Planning of Intouch (Stand alone) to (Archestra platform)
Configuration of new Historian with push forward to cloud capabilities
Virtual Machine (SCADAMAIN10) configured and ready for installation
*Installation of newest version of Wonderware and System Platform.

Telemetry Site Upgrade

Programming Raspberry PI Server application
Programming SCADA Information System integrate with PIS
Unit is installed in Alpine Springs telemetry cabinet and uploading all data through cell modem to SIS

Pilot Project PLC Upgrade

PLC for replacement of S7400 to S71500 ordered.
Power has been supplied by I&E.
Start on software migration from Step7 to TIA Portal V. 14.

BNR Blower 8 VFD Replacement

Drive programmed and in service
Siemens/Robicon GT454 Drive Replacement
RFI received and working on compiling quotation.

Bob Gray
IT Department Manager

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 11

Subject: General Manager Report.

Background: General Manager report for the previous and current months.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.



To: T-TSA Board of Directors
From: LaRue Griffin, General Manager
RE: General Manager Report – Regular Board Meeting November 8, 2017

1. Management and staff continue to monitor operations and potential impacts effecting the SAT.
2. Management and staff continue to implement the PIS program.
3. Management and staff continue project/budget management.
4. Management and staff implemented updating and maintaining facility record drawings.
5. Management and staff continue Agency asset management.
6. Management worked with legal counsel on labor negotiations.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 12

Subject: Comments from the Board of Directors - Reports, Announcements and Questions for clarification only.

Background: Opportunity for the Board of Directors to provide a report, provide an announcement or ask questions for clarification purposes only.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.

From: LaRue Griffin, General Manager

Meeting Date: November 8, 2017

Agenda Item: 13

Subject: Closed Session.

- i. Conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25 pursuant to Government Code Section 54956.8.