

BYLAWS

OF

LOCAL UNION 1212

INTERNATIONAL

BROTHERHOOD

OF

ELECTRICAL WORKERS

NEW YORK, NEW YORK

APPROVED: March 12, 2025

ORDER OF BUSINESS

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

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

ARTICLE I
Name - Jurisdiction - Objects

Sec. 1. This Organization shall be known as **Local Union 1212** of the International Brotherhood of Electrical Workers, **New York, New York**. Local Union **1212** shall have jurisdiction as follows:

- (a) All radio engineers, television engineers, technicians, operators, installers, inspectors, maintenance and repair men engaged in the application of electricity and/or electronics in the transmission or transference of voice, sound, television, including film to be used exclusively for television, facsimile and all other electronic devices and apparatus pertaining thereto, with or without ethereal aid, including all research and development in connection therewith, as defined in Article XXVI, Section 6(a), of the *IBEW Constitution* (hereinafter "Radio-Television Broadcast work") when performed in Metropolitan New York and Northern New Jersey, which shall include such work performed by employees of:

CBS	Entercom
WFAN	WNET
WINS	WLIW
WNEW	SONY
TeamPeople	
WNJU	
WXTV	
WPIX	
HBO	
MSG	
WADO	
Telemeasurements	

- (b) **Radio-Television Broadcast** work when performed by employees of Fox Sports Production, Inc. in Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont.
- (c) **Radio-Television Broadcast** work when performed by employees of CBS Broadcasting Inc. in Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont.
- (d) Local Union **1212** shall not have jurisdiction over new construction work properly within the jurisdiction of other local unions of the IBEW.

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

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

- (a) To establish and maintain adequate wages for our labor.
- (b) To require of our members skill, intelligence, and character.
- (c) To advance the principles and practices of conciliation and arbitration in the settlement of any differences with our employers.
- (d) To protect and aid our unemployed, distressed and sick members.
- (e) To defend our rights and advance the interests of our membership by all lawful means.
- (f) To aid and encourage all honorable efforts that will better the conditions of labor and make our card and seal a certificate of fraternity, honesty, efficiency and reliability.

Sec. 3. Local Union **1212** shall cover the "**A**" and "**BA**" types of membership.

ARTICLE II

Meetings

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

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

Sec. 3. The President of this Local Union may, subject to approval by the members of the Local Union, designate a specific location or address as the regular meeting place for all regular meetings. In the event it becomes necessary to hold a meeting in some location other than the regular meeting place, all members of the Local Union shall be notified of this change by mail post- marked at least forty-eight (48) hours in advance of the meeting time.

ARTICLE III

Officers - Elections - Duties

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

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

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

Sec. 4. (a) At the meeting of the Local Union 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.

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

(c) Members in good standing and qualified to vote who expect to be unable to visit the polls on election day, may at any time within thirty (30) days but not less than five (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall be marked only with the words **OFFICIAL BALLOT**. The larger envelope shall be 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.

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

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

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

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

(h) When the polls have closed and voting has ceased, the Election Board shall immediately count and tabulate the ballots. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots. The Election Board shall immediately make a report of the election results. All ballots, applications for absentee ballots, and other papers shall be preserved for one (1) year from the date of the election, after which same shall be destroyed unless a question has arisen in connection with the Election.

(i) **Voting shall be by secret ballot.**

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

(k) The election shall be decided for the candidate receiving the most votes for a specific office.

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

Sec. 6. (a) The officers shall be those provided for in Article XVI of the *IBEW Constitution*.

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

(c) The office of Business Manager shall be a full-time Local Union position. No Business Manager may be employed by any company with which this Local Union has an approved agreement.

Sec. 7. The **Executive Board** shall consist of the President, Vice President and **nine (9)** elected members. No more than six (6) shall be from the independents or from CBS.

Sec. 8. (a) Nominations for officers shall be held in **May 2027**, and election of officers shall be held in **June 2027** and every **three (3) years** thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required. Said notice shall also include all details concerning the availability of the absentee ballot.

(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 Union Election Guide* and with applicable Department of Labor Regulations under the Labor Management Reporting and Disclosure Act of 1959.

(e) No member shall be eligible for office unless he/she has been a member of Local Union **1212** in continuous good standing for at least two (2) years immediately prior to nomination. Notwithstanding the previous sentence, retired members that are not employed by a signatory employer are not eligible to run for any elected office.

Sec. 9. The installation of officers shall take place at the regular meeting in July following the election.

ARTICLE IV

Executive Board

Sec. 1. The duties of the Executive Board are outlined in Article XVIII 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 XXI of the *IBEW Constitution*. The Executive Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the *IBEW Constitution*. The Executive Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for board consideration.

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

Sec. 4. The President shall serve as Chair of the Executive Board.

Sec. 5. The Executive Board shall meet at such time and place as it may decide, but at least once a month.

ARTICLE V

Business Manager

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

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

Sec. 3. (a) When any agreement is entered into between an Employer and this Local Union which affects members in the employ of such Employer or shop, a duplicate copy of such agreement shall be sent by registered mail, or delivered in person, within five (5) days from the date such agreement is made, to the Shop Steward or affected members of the shop concerned. This procedure shall apply whether or not the agreement has been approved or is pending approval by the International Office.

(b) In those cases where the agreement has not been approved by the International Office, the copy or copies of the agreement supplied to the Shop Stewards or members shall be clearly marked to indicate that same has not been approved.

(c) Nothing in these bylaws shall be construed as granting the Business Manager authority to sign agreements or contracts between the Local Union and Employers unless such agreements or contracts have first been approved and ratified by the employees of the particular Employer involved.

(d) Any proposed agreement affecting the wages, working conditions and general welfare of any members of this Local, shall first be submitted by the Business Manager to a duly constituted shop meeting of the affected shop for discussion, at least forty-eight (48) hours prior to the mailing out of the ballot relating to such proposed agreement.

Sec. 4. It is the duty of the Business Manager or his appointed representative to represent the Local Union personally in all contract negotiations, conferences with managements, or other meetings with management representatives which deal with contractual relationships or grievances locally or with the International Office.

Sec. 5. The Business Manager shall not knowingly allow any negotiations of any nature relating to subjects covered by contract or negotiations for contract to be conducted in his absence or in the absence of his representative; and it is the duty of the Business Manager to notify the Local Union of any violation of the above procedure as soon as it is brought to his knowledge, and not later than the next Local Union meeting.

Sec. 6. The Business Manager shall give at each regular meeting summary of the

Stewards' reports.

Sec. 7. The Business Manager shall select an attorney to represent the Local Union and shall set his fee. The selection of attorney and setting of fee shall be subject to the approval of the Executive Board.

ARTICLE VI

Salaries

Sec. 1. Salaries shall be as follows:

President	\$250.00 per month
Vice President	187.50 per month
Recording Secretary	187.50 per month
Treasurer	187.50 per month
Executive Board Members	125.00 per month

Business Manager- Financial Secretary	Effective 6/30/16, the Business Manger shall receive a weekly salary equal to 155% of the Technician III/TD wage rate in effects for the period 8/1/15 through 7/31/16 in the Fox Pro Sports CBA for a forty (40) hour week
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Senior Business Representative	Shall receive an annual salary within the range of \$110,000.00 to \$140,000.00, the precise amount of which shall be approved by the Executive Board upon recommendation from the Business Manager. Such salary shall be paid in weekly increments.
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Business Representative	Shall receive an annual salary within the range of \$85,000.00 to \$110,000.00, the precise amount of which shall be approved by the Executive Board upon recommendation from the Business Manager. Such salary shall be paid in weekly increments.
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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. The Business Managers' salary, effective 8/1/16, and on August 1 of each year thereafter the salary shall increase by a percentage equal to the average of the contractual wage increases for the applicable year set forth in each of the Union's collective bargaining agreement.

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. (a) The Business Manager-Financial Secretary and Business Representatives shall be entitled to any and all benefits enjoyed by members of the Local Union including severance pay and all legal holidays but not premium pay for overtime as approved by

the Executive Board, provided that in no event shall such benefits be better than the most generous benefits provided for among the agreements between the Local Union and an Employer.

(b) In case of prolonged illness, the Business Manager's position shall be held open for the full term for which he/she was elected and his duties shall be carried out as the Executive Board shall direct, until such time as the Business Manager may be able to resume his duties.

(c) In addition to the terms and conditions of any severance policy approved by the Executive Board pursuant to Section 4(a) above, the Business Manager or a full-time Business Representative shall be entitled to severance pay for the full amount payable under the provisions referred to in Section 4(a) if he/she finds it necessary to relinquish their respective positions permanently due to serious illness or injury.

Sec. 5. No officer or business agent serving on a full-time salary shall be paid extra for attending conferences, Board meetings, committee meetings, etc.

Sec. 6. (a) All reasonable expense moneys required by delegates, committeemen or representatives shall be provided for and approved by the Local Union.

(b) No officer, special committee member, Assistant to the Business Manager shall be compensated for any money deducted by his employer due to being absent from work on Union business unless proof of the pay deduction is submitted to the Union office.

ARTICLE VII
Committees and Delegates

Sec. 1. Committees and delegates shall be appointed in accordance with Article XVIII 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. There shall be a standing committee of the Local Union for the establishment of college scholarships for the sons and daughters of members of Local Union **1212**.

ARTICLE VIII

Stewards

Sec. 1. Stewards may be recommended by the members; however, they are to 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 Local 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.

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

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

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

All classifications	\$100.00
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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 President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by ten percent (10%) or more of the admission fee. Full payment (*satisfactory arrangements may be made with the Executive Board*) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the *IBEW Constitution*.

Sec. 5. The **monthly dues** shall be:

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

All classifications	1.45% of base monthly earnings
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Any member employed per diem shall pay an additional 1.45% of base per diem earnings.

Freelance ENG and per diem employees shall pay a minimum of \$20.00 per month. Employees in these categories earning over \$1400.00 per month shall pay an additional 1.45% on their monthly earnings over \$1400.00.

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

(c) Unemployed members of Local Union **1212** shall pay \$4.00 plus the

International payments provided for in (b) above.

(d) Except as provided in paragraphs (e) and (f), all members of the IBEW shall pay working dues of 1.45% of base earnings or \$4.00, whichever is greater, when working in the jurisdiction of Local Union 1212.

(e) Freelance technicians

- All members of IBEW Local Union **1212** shall pay working dues of 1.45% of base earnings or \$4.00, whichever is greater, when working as per diem or freelance technicians under the IBEW Collective Bargaining Agreement with either Fox Sports Production Co. or CBS Broadcasting, Inc., without regard to geographic location.
- Members of the other IBEW Local Unions listed in the IBEW's Collective Bargaining Agreement with either Fox Sports Production Co. or CBS Broadcasting, Inc. shall pay working dues to their home locals, and not to Local Union **1212**, when working as freelance technicians in Local Union **1212's** jurisdiction under either of those collective bargaining agreements.

(f) Utilities: All IBEW members crewed by Local **1212** to work as utilities under the CBS or Fox Sports Agreements, and all Local Union **1212** members crewed by CBS or Fox Sports to work as utilities under their respective collective bargaining agreements shall pay working dues to Local Union **1212** of 1.45% of base earnings or \$4.00, whichever is greater.

(g) Basic dues and International payments are payable **quarterly** in advance.

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

Sec. 6. No member is entitled to notice of quarterly dues, nor of arrearages, but must take notice when payments are due.

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 there from. Disbursements shall be made in accordance with Article XVII of the *IBEW Constitution* and these bylaws.

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (*or the President or the Executive Board, as the Local Union decides, shall employ a public accountant*) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to ensure 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 **June 30**.

Sec. 4. A Certified Public Accountant shall be engaged to audit the books of the Local Union and submit four (4) quarterly reports and one (1) yearly report to the Audit Committee. The requirements herein stated shall not in any manner waive or change the requirements of the *IBEW Constitution*.

Sec. 5 The following Fund(s) are hereby established:

General Fund

Sec. 6. No contributions or donations over five thousand dollars (\$5,000) shall be made from Local Union funds, unless approved by the International President of the IBEW.

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. This Local Union shall not accept applicants into membership who are employer of labor in work covered by our jurisdiction, or who are partners of such employers.

Sec. 3. Traveling cards shall be dealt with in accord with Article XXIII of the *IBEW Constitution*.

Sec. 4. All applications for membership shall be read at a regular meeting of the Local Union and referred to the Executive Board for investigation. It shall be the duty of the Board to investigate such applications for membership. In the event the report of the Board is unfavorable on any such applicant, this shall be reported at the next regular meeting of the Local Union for action. In all cases the report and recommendation of the Executive Board must be submitted before action is taken on any applicant.

ARTICLE XII

Strikes

Sec. 1. (a) In the event that the Local declares itself to be on strike against any employer, said strike having been approved by the Local Union Executive Board and the International President, all members shall make themselves available for picket duty to the extent determined necessary by the Business Manager.

(b) Any member failing to report for such picket duty as directed by the Business Manager, shall submit to the Executive Board in writing, his explanation for such absence. Members shall not refuse to serve on picket duty if their explanation is rejected by the Executive Board.

ARTICLE XIII

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 Union 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 Union, 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, in turn, shall notify the International Secretary.

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

Sec. 7. The *IBEW Constitution* is hereby made a part of these bylaws. Where there is

doubt concerning any section of these bylaws or where such might appear to be in conflict with the *IBEW Constitution*, then the *IBEW Constitution* shall control and must be followed.

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

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

Sec. 10. 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 found guilty of committing and one or more of the following offenses, may be penalized with Article XXV of the *IBEW Constitution*.

(a) Working with non-IBEW men and failing to advise the Business Manager immediately.

(b) Working on a job or at a shop where members of this Local Union are on strike.

(c) Donating services without permission of the Business Manager.

(d) Permitting persons not qualified members of this Local Union to perform work coming within the scope of any agreement in effect with this Local Union.

(e) Failure to secure the approval of the Business Manager before starting work for an employer just starting in business or one who has been, or still is, employing non-Union engineers.

(f) Failure to report to the Business Manager when out-of-town men are employed on their jobs.

(g) Working for less than the prevailing or contractual rate of wages.

(h) Failure to report to the Business Manager any member who they have knowledge of working below the prevailing or contractual rate of wages.

(i) Foremen or any other supervisory personnel, making a report to an employer that reflects adversely upon the character, integrity, or working efficiency of a member, and failing to inform that member's Shop Steward of the existing nature of the report, within twenty-four (24) hours.

(j) Failure of Foremen or any other supervisory personnel to see that the employer

provides necessary safety equipment.

(k) Failure of Foremen or any other supervisory personnel to file a written report of any accident with the Business Manager within twenty-four (24) hours.

(l) Failure of any member to promptly report any accident to his foreman or other superiors.

(m) Failure to report at the meeting of the Executive Board when ordered to do so in writing.

Sec. 12. A member must carry his/her signed valid working card at all times while working or attending meetings and must produce same for inspection upon demand of any member in good standing. When a member's working card has expired, he/she at once stands suspended, without notice, from all Local Union benefits.

Sec. 13. Military Service

(a) Any member entering military service in the armed forces of the United States either voluntary or through the operation of the Selective Service Act or by reason of his being a member of reserve forces called to active duty, shall be considered by the Local Union to be on a temporary leave of absence.

(b) Upon his/her discharge from such service, he/she shall immediately apply to both the Local Union and his/her employer for resumption of employment and he/she must be ready and available for resumption of employment within ninety (90) days of his/her discharge, or as may be provided by laws.

Sec. 14. No person shall be denied the equal protection of these bylaws nor shall they be discriminated against in any way by this Local Union by reason of their race, color, creed or religion, or sex.

Sec. 15. The original copy of a written proposal to amend the bylaws shall be attached to and become part of the Minutes of the meeting at which it was first read.

Sec. 16. These bylaws and all amendments or changes shall be printed and distributed to all members within thirty (30) days following their adoption and approval.

ARTICLE XIV

Amendments

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

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

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

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

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

**LOCAL UNION 1212
RECORD OF AMENDMENTS**

District: Third

Location: New York, New York

Bylaws Retyped in Entirety: August 7, 1990

DATE	ARTICLES AND SECTIONS AMENDED
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3/25/91	Art. VI, Sec. 1 modified.
4/24/92	Art. III, Sec. 10 added; Art. VI, Sec. 1 amended; Art. XIII, new Sec. 4 added.
2/26/96	Updated Constitutional Articles.
6/30/00	Art. VI, Sec. 1, amended.
10/03/00	Art. III, Secs. 8 and 10; Article IX, Secs. 3(a) and 5(a) revised.
4/10/01	Art. X, Sec. 4 amended; Art. XIII, Sec. 11 deleted and subsequent sections and pages renumbered.
4/26/01	Art. III, Sec. 8(a) corrected.
3/6/17	Art. I, Sec. 1a; Art. III, Sec.'s 4(a), 4(b), 4(d), 4(g), 4(h) & Sec. 8(d); Art. III, Sec. 10 deleted; Art. IV, Sec.'s 2, 3 & 4; Art. V, Sec. 7; Art. VI, Sec.'s 1, 4(a) & 4(b) & Sec. 4(c); Art. VII, Sec.'s 3 & 5; Art. VIII, Sec. 4; Art. IX, Sec.'s 1 & 4; Art. X, Sec.'s 3 & 6; Art. X, Sec. 5; Art. XII, Sec.'s 2(a) & 2(b) and Art. XIII, Sec. 13 amended.
7/3/19	Art. I, Sec.'s 1 and 1(a); New Art. I, Sec.'s 1(b), 1(c), and 1(d) – added. Art. IX, Sec.'s 5(a) and 5(d); a new Art. IX, Sec.'s 5(e) and 5(f)
2/24/21	Art. III, Sec. 8(e) amended.
3/12/25	Art. VI, Sec. 1 amended; Art. VI, Sec. 3 added and remaining sections were re-numbered.