

BYLAWS

OF

LOCAL UNION 48

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

PORTLAND, OREGON

APPROVED: April 26, 2021

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 48** of the International Brotherhood of Electrical Workers, **Portland, Oregon**. Local 48 shall have jurisdiction over **Inside, Radio-Television Broadcast, Radio-Television and Appliance Service, Electrical Manufacturing, Professional, Technical, and Clerical, Sound and Communication, and Installation and Maintenance work** as defined in Article XXVI, Sections 5, 6(a), and 8 of the IBEW Constitution when performed as follows:

(a) **Inside, Radio-Television, Broadcast, Sound and Communication, Appliance Service, and Electrical Manufacturing work** when performed in the following areas:

State of Oregon

Counties -

Clackamas	Multnomah	Washington
Clatsop	Sherman	Yamhill ^{1/}
Columbia	Tillamook	
Hood River	Wasco	

^{1/} That portion north of the following Townships: T4S R3W; T4S R4W; T4S R5W; T4S R6W

State of Washington

Counties -

Clark	Cowlitz	Klickitat	Skamania	Wahkiakum
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(b) **Radio-Television Broadcast work** when performed by employees of:

Columbia Northwest/West World-Video Productions, Inc.
KGW-TV, King Broadcasting Company
KPTV, Oregon Television, Inc.
KWJJ/KJIB Radio Station

(c) **Electrical Manufacturing work** when performed by employees of:

Reynolds Metal Company
Saylor Custom Controls, Wilsonville, Oregon
Siemens Energy and Automation, Inc.

(d) **Professional, Technical, and Clerical work** when performed by employees of:

Oregon AFL-CIO

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

Sec. 2. The objects of this Local Union shall be to promote by all proper means the material and intellectual welfare of its members; to establish and maintain an adequate wage for our labor; to advance the principles and practices of conciliation and arbitration in the settlement of any differences with our employers; to make every effort for proper and safe installations of all electrical work, thus safeguarding life and property; and to make our card and seal a certificate of fraternity, honesty, efficiency, and reliability.

Sec. 3. Local Union 48 shall cover the “A” and “BA” types of membership.

ARTICLE II
Meetings

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

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

ARTICLE III

Officers - Elections - Duties

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

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

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

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

Sec. 5. The Executive Board shall consist of the President, Vice-President, Recording Secretary and 6 elected members.

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

Sec. 7. (a) Nominations for officers shall be held **April 2022**, and election of officers shall be held in **June 2022 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of a run off election if required. Said notice shall also include all details concerning the availability of absentee ballots.

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

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

Sec 8. (a) The election of officers shall be conducted by mail ballot. The Executive Board Shall decide the date for the mailing of the ballots, the last day on which ballots will be received, the date, time, and place when the ballots will be counted and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members. The official ballot package shall be mailed a minimum of 22 days prior to the required return date of the ballots.

(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 Local Union by a majority of members present shall elect an Election Judge and as many Tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) When a run-off election is necessary, such run-off election shall be held twenty-two (22) days after the regular election is held.

ARTICLE IV
Executive Board

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

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

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

Sec. 4. The President of the Local Union shall be Chairman of the Executive Board and the Recording Secretary shall be its Secretary.

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

Sec. 6. The Board shall pass on all communications before they are presented to the Local Union except those from the International Office or Representatives of the IBEW.

Sec. 7. The Board shall employ a public accountant to audit books and accounts of the Local Union every 3 months as provided in Article XVII of the IBEW Constitution and copies of the audit shall be furnished to the Local Union.

Sec. 8. The Executive Board shall have power to take any action which the Local Union can take and which should be taken prior to the next regular meeting of the Local Union.

ARTICLE V
Examining Board

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

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

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

Sec. 4. Applicants and members unable to pass the Local Union examination where the majority in that classification receives a passing grade, after the second failure shall appear before the next regular Executive Board meeting. The Board shall hear the case and require schooling or a set-back in classification as they see fit.

ARTICLE VI
Business Manager

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

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

Sec. 3. He may notify any member who is violating the IBEW Constitution, bylaws or working rules to appear before the Executive Board.

Sec. 4. He shall appoint any and all Representatives or assistants and employ or discharge clerical employees. Such representatives or assistants and clerical help shall work directly under his supervision and be subject to his authority as provided in Article XVII of the IBEW Constitution.

Sec. 5. The Business Manager shall see that sufficient copies are made available to members after meetings, every three months of the detailed expenses and financial report of the Local Union.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be as follows (based on the current Inside Wireman's collective bargaining agreement, calculated as straight time):

President	8 hours at foreman's rate per month.
Vice President	4 hours at journeyman's rate per month.
Recording Secretary	8 hours at foreman's rate per month.
Treasurer	8 hours at foreman's rate per month.
Executive Board Members	2 hours at journeyman's rate per Executive Board meeting attended.
Examining Board Members	2 hours at journeyman's rate per month
Chairman – Unit	1 hour at foreman's rate per Executive Committee meeting attended.
Vice Chairman – Unit	1 hour at journeyman's rate per Executive Committee meeting attended.
Recorder – Unit	1 hour at foreman's rate per Executive Committee meeting attended.
Executive Committee – Unit	1 hour at journeyman's rate per Executive Committee meeting attended.
Business Manager/ Financial Secretary	A weekly salary equal to 48 times the straight time hourly rate for general foreman.
Representatives and Assistant Business Managers	A weekly salary equal to 48 times the straight time hourly rate for foreman.

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

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

Sec. 4. Salaries of the clerical employees of the Local Union shall not be less than the recognized Union scale or more than 20 percent above same and shall be determined by the Executive Board subject to the approval of the Local Union.

Sec. 5. The Business Manager, staff and members approved by the Business Manager shall be paid the mileage rate contained in the current I.R.S. tables for use of their personal cars on approved Local Union business.

Sec. 6. The Business Manager and his Assistants shall submit a monthly expense account, on forms supplied by the Local Union for approval.

Sec. 7. The Local Union shall carry liability insurance on all automobiles owned, rented, or leased by the Local Union. Such automobiles are to be used for Union Business only.

Sec. 8. The Local Union shall carry State Compensation, or its equal, on all employees.

Sec. 9. No scheduled overtime shall be worked by the clerical employees without approval of the Business Manager.

Sec. 10. Any authorized loss of time by any member from their regular employment on behalf of the Local Union shall be reimbursed by the Local Union at their regular straight time rate of pay, including fringe benefits.

Sec. 11. The Local Union shall grant the Business Manager and each of his Assistants one (1) week paid vacation in the first year of employment; 2 weeks paid vacation in the second year of employment and upon completion of 3 years of employment by the Local Union shall be granted 3 weeks paid vacation. Vacations shall be taken and may not be accumulated past one fiscal year.

Sec. 12. The Business Manager and Assistant Business Manager(s) shall be provided fringe benefits as and to the extent provided for in the Inside Agreement.

ARTICLE VIII
Committees and Delegates

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

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

Sec. 3. (a) The President and Business Manager shall be Delegates to the International Convention by virtue of their office. The remainder of Delegates and Alternates shall be nominated and elected in accordance with the nomination and secret ballot election procedure as set forth in Article III of these bylaws.

(b) No member shall be eligible to be a candidate to the International Convention unless he has been a member of Local Union No. 48 in continuous good standing for at least two years immediately prior to nomination.

ARTICLE IX
Stewards

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

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

Sec. 4. No member shall be appointed Steward without first attending a Steward's class as approved by the local union.

ARTICLE X
Assessments - Admission Fees - Dues

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

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

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

Sec. 3. The admission fees shall be:

(a)	“A” Membership	
	Journeyman Wireman	\$100.00
	Apprentice Wireman	50.00
	Construction Wireman/ Construction Electrician	50.00
	“A” or “BA” Membership	
	Electrical Manufacturing	12.50
	Maintenance Worker	75.00
	Marine Journeyman	75.00
	Material Handler	12.50
	Motor and Equipment	75.00
	Professional, Technical and Clerical	75.00
	Radio-Television and Appliance Serviceman	12.50
	Radio-Television Broadcast - All classifications	75.00
	Sound & Electronic Technicians	75.00
	Sound & Communication Tech	75.00

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

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

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

Sec. 5. (a) Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time he/she became an apprentice.

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

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

Sec. 7. Basic Dues for all "A" and "BA" members shall be \$10.00 per month plus working dues as detailed in Section (a) below.

(a) Effective on the first of the month following ninety (90) days after IO approval of these Bylaws, working dues shall be based on a percentage of gross earnings. The percentage shall be set for the twelve month period beginning on the effective date as stated above after IO approval in 2013 at Dues Rate 3 as listed below. Each year thereafter the Business Manager shall set the percentage rate no later than February 28th for the period beginning the first work week in which April 1st of said year occurs and ending March 31st of the following year using the formula outlined below. (Explanation: If April 1st occurs on or after a Monday the dues rate change shall still apply to the entire week in which April 1st falls.)

If through December of the prior year the total working hours as reported by NECA are 5,500,000 or less the dues rate shall be as follows for the next calendar year:

Dues Rate 1

Inside, Residential, and				
Inside Support Staff	\$10.00	plus	2.25%	of gross earnings**
Sound & Communication Tech.	10.00	plus	2.25%	of gross earnings**
All other Agreements	10.00	plus	1.5%	of gross earnings

If through December of the prior year the total working hours as reported by NECA are within the range of 5,500,001 – 6,000,000 the dues rate shall be as follows for the next calendar year:

Dues Rate 2

Inside, Residential, and				
Inside Support Staff	\$10.00	plus	2.0%	of gross earnings**
Sound & Communication Tech.	10.00	plus	2.0%	of gross earnings**
All other Agreements	10.00	plus	1.25%	of gross earnings

If through December of the prior year the total working hours as reported by NECA exceed 6,000,001 the dues rate shall be as follows for the next calendar year:

Dues Rate 3

Inside, Residential, and			
Inside Support Staff	\$10.00	plus	1.75% of gross earnings**
Sound & Communication Tech.	10.00	plus	1.75% of gross earnings**
All other Agreements	10.00	plus	1.25% of gross earnings

*Those working under the terms of the Commercial/Industrial Agreement and Residential Agreement shall pay additional working dues of 2% of gross earnings to be used for the Electrical Industry Advancement Program. The E.I.A.P. shall be used for such things as organizing, job subsidies and advertising for the Local. First and second year apprentices shall not pay E.I.A.P.

**For Inside, Sound and Communications and Residential Apprentices working dues shall be 1% of gross hourly wages.

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

(c) Unemployed members and members working outside the jurisdiction of Local 48 shall pay Basic Dues only plus the International payments provided for in (b) above.

(d) All those working under an IBEW Agreement shall pay Working dues as provided for above when working in the jurisdiction of Local 48.

(e) Dues are payable monthly in advance on or before the seventh day of the current month.

(f) Members employed on Building and Construction Trades jobs shall maintain type "A" membership.

ARTICLE XI
Funds

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

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

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

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

General Fund
Death Benefit Fund
Jury Duty Fund

Sec. 5. All monthly bills and special appropriations of money shall be approved at the regular meetings.

Sec. 6. All applications for donations must be passed on by the Executive Board before being submitted to the Local Union for action.

Sec. 7. Should the General Fund fall below \$25,000.00 the Treasurer shall at once notify the Executive Board and the Local Union.

ARTICLE XII
Jury Duty Fund

Sec. 1. There is hereby established in Local Union 48 a “Jury Duty Fund Account” to be used for the payment of members’ wages as hereinafter stated.

Sec. 2. The funds necessary to maintain the Jury Duty Fund shall be provided by an assessment to be levied upon each member of the Local Union employed at the Electrical Trade within the jurisdiction of this Local Union. Such assessment shall be in addition to members’ regular monthly or quarterly dues. All monies collected under this provision shall be deposited to the credit of the Jury Duty Fund Account, and shall not be used for any purpose other than provided herein.

Sec. 3. The amount of the monthly assessment shall be \$2.00 per month until such time as fund reaches \$150,000.00. At that time, the assessment shall be reduced to \$1.00 per month. When the fund falls to \$100,000.00, the assessment shall be raised to \$2.00 per month.

Sec. 4. Any member serving on Jury Duty may apply to the Financial Secretary for Jury Duty Compensation. The application has to be approved by a committee composed of the President, Treasurer and Recording Secretary. Upon approval, the member shall be compensated at the rate of 100% of that member’s straight time wage in their classification and pay rate to a maximum of 40 hours per week. A summons and proof of attendance, from the court, must accompany the application.

Sec. 5. When a member collects wages from the above stated fund for Jury Duty as provided herein, the Recording Secretary shall issue a voucher in the member’s name for the amount weekly. This shall be signed by the President and Recording Secretary and endorsed by the member. The Treasurer shall issue a check for the proper amount.

Sec. 6. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 7. This Fund is not maintained under a written trust.

ARTICLE XIII
Death Benefit Fund

Sec. 1. This Fund is to be known as Local 48, Death Benefit Fund. All death assessments shall be paid immediately and shall be collected by the Financial Secretary before any other dues or assessments are accepted.

Sec. 2. The Death Benefit Fund shall be used for no other purpose.

Sec. 3. All Local 48 members including new members and those depositing their Withdrawal Card and Traveling Card shall pay \$1.50 into this Fund with their first month's dues and shall pay all subsequent assessments in a timely manner in order to participate in the Death Benefit Fund.

Sec. 4. To participate in the Fund each member shall be assessed \$1.50 per month and it shall be required to be paid with the current month's dues. Active participating members, who are receiving the IBEW Pension, will have their assessments waived as long as they are Pensioned. If they become Active again, they will be assessed the monthly fee. If at any time the expenses exceed the income in any calendar year, the Executive Board shall review the condition of the Fund and if they deem necessary, will notify the membership at the next regular Local Union meeting that the assessment will be increased to \$2.00 per month. The Financial Secretary shall officially notify the membership at the next regular Local Union meeting, and the notice shall be published in the Labor Press, stating that such assessment is now due and it must be paid before any other dues or assessments can be accepted.

Sec. 5. Upon the death of any member in good standing Local Union 48 shall pay a death claim of \$ \$2,000.00 to the beneficiary.

Sec. 6. Each member shall be allowed to fill out and sign a Designation of Beneficiary form for the Death Fund. In the event that a member names his current spouse as beneficiary and subsequently divorces, the designation shall be revoked and the benefit shall be paid to the contingent beneficiary or beneficiaries. If there is no valid designation of beneficiary on file, the benefit shall be paid in the following order of priority: 1) Member's current spouse; 2) Member's children equally; 3) Member's parents and 4) to the Member's estate. If it is determined that there is not an estate to pay the benefit to, the Local Union may pay the benefit directly to the funeral home.

Sec. 7. Should a member die who is financially indebted to the Local Union, then the Financial Secretary shall deduct from the death benefit the amount of the indebtedness before paying the death benefit to the beneficiary or beneficiaries.

Sec. 8. Any member of this Local Union ceasing to be a member of this Local Union for any reason other than on a Military Service Card shall not be entitled to any benefits from the Fund. Any member who is on a Military Service Card issued by the International Office and is not paying dues and assessments during this time, is still a participant in the Fund for purposes of the payment of the death benefit.

Sec. 9. Any expenses incurred in administering the Fund shall be paid from this Fund.

Sec. 10. The meaning of member in good standing: No death benefit shall be payable upon the death of a non-retired member if such member is more than two months in arrears in dues payments at the time of his death, 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.

Sec. 11. No other monies than those provided shall be transferred to the Death Benefit Fund without the prior approval of the International President.

Sec. 12. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 13. This Fund is not maintained under a written trust.

ARTICLE XIV
Electrical Workers Local Union 48 Building Association, Inc.

Sec. 1. Members in good standing in Local Union 48 shall also be members in good standing of Local 48 Building Association.

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

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

Sec. 4. It shall be the duty of the President of Local Union 48 Building Association to see that a complete Financial Statement of the Association is prepared for presentation to the first regular meeting of the Local Union following the regular annual members meeting of Local Union 48 Building Association.

Sec. 5. The Local Union officers including all members of the Local Union Executive Board shall constitute the Board of Directors of Local Union 48 Building Association. Upon expiration of their term as Local Union officers or upon their resignation or removal, their duly elected or appointed successors shall become directors of Local Union 48 Building Corporation Association.

ARTICLE XV
Admission of Members

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

Sec. 2. Apprentices may be accepted into membership at any time; however, after having worked eight (8) days under the supervision or jurisdiction of this Local Union, they shall be admitted to membership in accordance with Article XV of the IBEW Constitution.

Sec. 3. (a) Instruction of apprentices shall be under the supervision of the apprenticeship committee, and apprentices shall attend such classes as directed by the committee.

(b) The above provision shall not apply to apprentices where the Local is a party to a Joint Apprenticeship and Training Committee (JATC) when provided for in an agreement with the employer. The decision(s) of such joint committee shall be accepted by the Local Union.

(c) An apprentice having been certified by the JATC as having successfully completed the prescribed apprenticeship program shall be immediately classified as a journeyman without further examination by the Local Union.

Sec. 4. Applicants for membership shall submit to the Local Union examination when entering the Local Union or when changing classifications within the Local Union order of the Examining Board.

ARTICLE XVI
Units

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

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

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

Sec. 4. A member must have at least six (6) months' continuous standing in 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 declare elected.

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 48:

- 48.1 Wasco County
- 48.2 Neon Sign
- 48.3 Marine
- 48.4 Coast
- 48.5 Sound and Communication
- 48.6 Lighting Maintenance
- 48.7 Residential
- 48.8 Washington
- 48.9 Public Sector

ARTICLE XVII

General Laws

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

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

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

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

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

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

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

Sec. 7. (a) 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.

(b) When these bylaws make reference to an article in the IBEW Constitution and the article number referred to has changed because of a change in the IBEW Constitution then the new number shall be recognized.

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. The Local Union may spend a sum, as determined by the Executive Board, for a suitable tribute upon the death of a member or the spouse of a member. A committee may also be appointed to extend the sympathy of the Local Union to the family of any deceased member.

Sec. 12. Members shall show their working cards or receipts upon request.

Sec. 13. No member shall perform, direct or assist on any electrical work on any job without first securing clearance from the Business Manager or his Assistant. (This Section applies to other than recognized employers of our members.)

Sec. 14. Members shall show their working card to any authorized representative of the Building Trades Council.

Sec. 15. Members shall not work for any individual or company in difficulty with the Local Union or the IBEW, unless authorized by the Business Manager.

Sec. 16. Ratification of any Collective Bargaining Agreement (CBA) shall be by a secret ballot vote of the eligible members of that bargaining unit either by mail or a regular or special called meeting. Absentee ballots shall be allowed. An eligible member of a bargaining unit shall be defined as "The primary agreement that a member is capable of working under." A Local Union Member shall belong to one bargaining unit at a time.

ARTICLE XVIII
Amendments

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

Sec. 2. These bylaws may be amended in the following manner:

(a) Proposals to amend the bylaws must be submitted to the Local Union in the form of a written resolution, bearing the signatures of five Local Union members, all in good standing.

(b) The proposed amendment shall be read but not acted upon at the regular Local Union meeting at which it is introduced.

(c) Following the first reading as specified in paragraph (b) of this Section, the Local Union Business Office shall mail a communication to each member of the Local Union in good standing, informing him of the proposed amendment and advising that action will be taken on the amendment at the next regular Local Union meeting.

(d) It will require a majority vote of the members present and voting to adopt the proposed amendment.

(e) However, assessments, initiation fees, or dues shall be changed only by a majority vote by secret ballot of the members in good standing and 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 48
RECORD OF AMENDMENTS**

District: Ninth

Location: Portland, Oregon

Bylaws Retyped in Entirety: August 12, 2008

DATE ARTICLES AND SECTIONS AMENDED

- 8/12/08 Update to Pattern
- 12/10/08 Art. III, Sec. 8(c) corrected; Art. VIII, Sec. 1 corrected; Art. XIV, Sec. 1 Amended
- 10/15/09 Art. XII, Sec. 3 & 4 amended.
- 2/19/10 Art. XIII amended.
- 12/10/10 Art. X, Sec. 3(a) and 5(b) amended.
- 7/29/11 Art. X and Art. XVI, Sec. 11 amended.
- 10/25/12 Art. I, Sec. 1(a) amended.
- 12/6/13 Art. X Sec. 7(a) amended.
- 1/7/14 Art. X Sec. 7(a) amended.
- 4/28/15 Art. XVII, Sec. 16 new language added.
- 4/6/18 Art. III, Sec.'s 8(a) & 8(q); Art. XVII, Sec. 16 amended.
- 6/11/18 Art. III, Sec. 7(a) amended.
- 7/30/18 Art. XVI, Sec. 11 amended.
- 4/26/21 Art. I, Sec. 1, a new Art. I, Sec. 1(d) added; Art. III, Sec. 4(b) deleted and 4(a) was re-numbered and Art. X, Sec. 3(a) amended.