

BYLAWS

OF

LOCAL UNION 46

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

SEATTLE, WASHINGTON

APPROVED: October 26, 2016

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 come 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 46 of the International Brotherhood of Electrical Workers, Seattle, Washington. Local 46 shall have jurisdiction over all **Inside, Radio-Television Broadcasting, Radio-Television Service, Sound and Communication, Alarm and Signal, Cable Splicers, Electric Signs, Electronic Technicians, Marine, Maintenance, Maintenance and Operation and Electrical Manufacturing, Professional Technical and Clerical (PTC) and Professional Engineers and Technicians (PET)** work as defined in Article XXVI, Sections 5, 6(a) and 8 of the IBEW Constitution when performed as follows:

(a) **Inside, Radio-Television Broadcasting, Radio-Television Service and Sound and Communication, Alarm and Signal, Cable Splicers, Electric Signs, Electronic Technicians, Marine, Maintenance, Maintenance and Operation work** when performed in the following counties in the State of Washington:

Clallam King Kitsap Jefferson

(b) **Electrical Manufacturing work** when performed by employees of the following firms:

Nemco Electric Co.
P & W Enterprises, Inc.
Square "D" Co.
WOR-ELL Custom Lighting

(c) **Professional Technical and Clerical (PTC) and Professional Engineers and Technicians (PET)** work when performed by employees of signatory employers as designated by the International President.

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

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

Sec. 3. Local Union 46 shall cover the "A" and "BA" types of membership.

ARTICLE II
Meetings

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

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

ARTICLE III
Officers - Elections - Duties

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

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

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

Sec. 4. (a) At the meeting of the Local Union, in the month preceding the month in which nominations are made, the Local Union by a majority of the member's 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.

(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) All voting shall be by mail ballot.

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

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

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

(g) Upon receiving his/her ballot, the member shall mark same and enclose it in the

smaller envelope marked OFFICIAL BALLOT. This envelope shall be placed in the larger preaddressed envelope and mailed to the Election Board.

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

(i) The Election Board shall open the envelopes, remove the smaller envelope marked OFFICIAL BALLOT and deposit same in the ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the Executive Board shall be opened by the Election Board.

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

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

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

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

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

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

Sec. 5. (a) The officers shall be those provided for in Article XVI of the IBEW Constitution.

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

(c) A Business Manager shall be retained at all times.

Sec. 6. The Executive Board shall consist of the President, the Vice President, and five (5) elected members.

Sec. 7. The Examining Board shall consist of 5 elective members from the various branches of the trade in the Local Union.

Sec. 8. (a) Nominations for officers shall be held in **May 2017, and election of officers shall be held in June 2017 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required.

(b) No member shall be a candidate for more than one (1) office, except as provided in these bylaws and with approval of the International President. If nominated for more than one office, the member shall immediately declare for which office he/she will be a candidate. However, this shall not apply to offices which have been combined with the approval of the International President.

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

(d) No member shall be eligible for office unless he/she has been a member of Local Union 46 in continuous good standing for at least two (2) years immediately prior to nomination.

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

ARTICLE IV
Executive Board

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

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

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

Sec. 4. The President shall be Chairman and the Board shall elect its own Secretary.

Sec. 5. The Board shall meet twice each month.

ARTICLE V
Examining Board

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

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

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

Sec. 4. The Board shall elect its own Chairman and Secretary.

Sec. 5. The Examining Board shall, with the approval of the Executive Board, have the authority to secure whatever assistance may be necessary to conduct the examinations for branches of the trade not represented on the Examining Board.

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. (a) The Business Manager shall appoint all representatives or other assistants, when additional representatives or assistants are required, the Executive Board and the Local Union shall be consulted on the number of assistants he shall appoint.

(b) He shall employ such clerical assistance as may be necessary subject to approval by the Executive Board and the Local Union.

Sec. 4. The Business Manager shall direct for the Local Union the negotiations of all agreements with employers and shall enforce each such agreement fully through his staff.

Sec. 5. Each year in the month of March at the regular scheduled General Membership meeting the Business Manager or his designee shall present a budget report for all funds.

ARTICLE VII
Salaries

Sec. 1. (a) Salaries shall be:

President	6 hours Journeyman Wireman pay per week plus 10%
Vice President	2 hours Journeyman Wireman pay per General Meeting attended and 4 hours Journeyman Wireman pay per Executive Board or Trial Board meeting attended
Recording Secretary	2 hours Journeyman Wiremen pay per meeting attended
Treasurer	8 hours Journeyman Wireman pay per month
Executive Board Members	4 hours Journeyman Wireman pay per Executive Board or Trial Board Meeting attended
Examining Board Members	4 hours Journeyman Wireman pay per Examining Board meeting attended
Apprenticeship Committee Members	2 hours Journeyman Wireman pay per meeting attended
Negotiation Committee & Trustee Members	2 hours Journeyman rate of pay at the classification committee members are negotiating for, outside of regular working hours.
Business Manager	a weekly salary equal to 40 times 140% of the straight time hourly rate for Journeyman Wireman
Business Representatives & Organizers	First 6 months of service - a weekly salary equal to 40 times 110% of the straight time hourly rate for Journeyman Wireman. Second 6 months and thereafter-a weekly salary equal to 40 times 120% of the straight time hourly rate for Journeyman Wireman.

Part-time Business Representatives and Organizers salaries will be prorated according to the amount listed above

(b) Delegates, Negotiating Committee and Trustee members shall be reimbursed for actual time lost off their jobs at the regular rate of pay for the performance of their duties, not to exceed eight (8) hours in any twenty-four (24) hours of any one day. Apprentices shall be paid at the Journeyman rate.

(c) Election Judge and Tellers shall be reimbursed for actual time lost off their jobs at Journey Wireman rate of pay for the performance of their duties, not to exceed eight (8) hours in any twenty-four (24) hours of any one day.

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

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

Sec. 4. (a) The Business Manager and Business Representatives shall receive paid vacations on the following basis:

After 6 months of continuous service	1 week
After 2nd 6 months of continuous service	1 additional week
Each calendar year thereafter	2 weeks

(b) Vacation may not be accumulated or accrued from one (1) year to the next.

Sec. 5. The Business Manager and Business Representatives shall receive all holidays with pay as recognized by the Seattle Building Trades Council.

Sec. 6. Salaries of clerical employees of the Local Union shall be negotiated by the Business Manager or his designee, subject to approval by the Executive Board.

Sec. 7. The Business Manager and Business Representatives shall be reimbursed for actual expenses incurred in the performance of their regular duties. They shall be provided an automobile, or be reimbursed for the use of their personal automobiles at a monthly automobile allowance rate as determined by the Executive Board. When a personal automobile is used, the individual will carry sufficient automobile insurance as determined by the Executive Board. The monthly automobile allowance shall be the maximum amount reimbursed for personal automobile use. The Business Manager shall determine the eligibility for personal automobile use. All such expenses shall be submitted on a monthly expense report, on forms supplied by the Local Union, and shall be subject to approval by the Executive Board and the Local Union.

Sec. 8. The Local Union shall carry automobile casualty insurance on the union owned automobiles of the Business Manager and Business Representatives to cover property damage and public liability when such automobiles are being used for Local Union business.

ARTICLE VIII Committees and Delegates

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

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

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

Sec. 4. A Visitation Committee consisting of 7 members to visit sick and disabled members shall be appointed by the President.

Sec. 5. An Apprenticeship Committee of 4 members shall be appointed by the President to serve for a period of 2 years. The appointment shall expire alternatively, 2 on June 30 of one year, and 2 on June 30 of the following year.

Sec. 6. The Local Union shall have a Safety Committee which shall investigate and report serious accidents and fatalities, cooperate with the International Office on safety matter, promote safety, and cooperate with the safety organizations as determined by the Local Union and as directed by the International Office.

Sec. 7. Local 46 shall have a Membership Development Committee. The functions of the Committee shall include, but not be limited to, assist in the targeting of potential inside shops, radio-television broadcasting stations, sound and communication shops, low voltage shops, manufacturing companies, maintenance companies, and the planning and implementation of organizing campaigns. The committee shall also assist the Organizing Department and our neighboring Locals as needed. The Membership Development Committee shall work in cooperation with the Business Manager.

Sec. 8. The Local Union shall provide a ledger at the door of each meeting for each member to sign.

Sec. 9. The President shall appoint a Registrar who shall comply with the requirements of the position in accordance with the IBEW Constitution. All mailings coming from the Registrar and his Committee shall be mailed through the office of the Business Manager.

Sec. 10. There shall be a Unity Committee whose mission is to establish a stronger and more cohesive Union through the building of brotherhood, unity, pride and education among all members of IBEW Local Union 46.

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 holding a position as Superintendent or Foreman shall be appointed Steward by the Business Manager.

ARTICLE X
Assessments - Admission Fees - Dues

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

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

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

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

Sec. 3. The admission fees shall be:

(a) **"A" Membership**

All classifications \$75.00

"BA" Membership

All classifications \$50.00

(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 twenty-five percent (25%) or more of the admission fee. Full payment (satisfactory arrangements may be made with the Executive Board) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

Sec. 5. Dues are payable monthly in advance on or before the regular meeting night of the Local Union.

Sec. 6. Members unable to pay their dues shall appear before the Executive Board, or make application to the Board in writing for an extension of time. The Executive Board shall have full authority in all such cases; however, the member shall be required to pay any International Office per capita and International assessments. Any member receiving an

extension of time on dues as provided in this Section shall be required to repay such indebtedness as directed by the Executive Board.

Sec. 7. The monthly dues shall be:

(a) "A" and "BA" Members	Basic Dues	Working Dues*
Electrical Inspectors	\$7.50	None
Professional Technical & Clerical (PTC)	50.00	None
Professional Engineers & Technicians (PET)	50.00	None
All other classifications	7.50	plus 1.5% of gross pay

Organizing dues will be 1% of gross wages. For each month that the Local 46 dispatch total out of work registrations reaches 15% of total membership, there shall be an additional Organizing Assessment of .5% of gross wages to be used for job subsidy.

Effective January 1st, 2015 the Organizing Assessment shall be 1.5% until December 31, 2017 or until the Organizing Fund balance is greater than \$5,000,000.00.

All units employed under construction contracts (Inside Wire, Sound and Communication, Residential, Stockman and Light Fixture Maintenance) will pay organizing dues.

Any other unit, or employee group, by a majority vote of its members, may permanently include that unit, or employee group, in Organizing. Organizing dues will then be the same as the other participating units.

(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 46 shall pay Basic Dues only plus the International payments provided for in (b) above.

(d) Working Dues for the preceding month are due and payable not later than the 15th of the month following the period worked.

(e) The Business Manager shall periodically have prepared a dues chart based on current wage structures for all classifications in the various trade branches of the Local Union. The dues chart will be for the convenience of the members in computing their monthly dues payment and shall be made available for all members through the Local Union office.

(f) All members working 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 therefrom. Disbursements shall be made in accordance with Article XVIII of the IBEW Constitution and these bylaws.

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

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

Sec. 4. (a) The funds of the Local Union shall be deposited in the following accounts:

General Fund Account
Sick and Distress Dues Fund Account
Jury Duty Fund Account
Unity Fund
Supplemental Insurance Fund

(b) Under no circumstances shall any money be diverted from the General Fund to supplement either the Sick and Distress Fund, Jury Duty Fund, or the Unity Fund.

Sec. 5. (a) All financial appeals shall be investigated by the Executive Board. The Board may recommend an amount not to exceed \$25.00 in any case. Any additional amount shall be voted upon at a special meeting called for this purpose and no disbursement shall be made without approval of the International Office as required by the IBEW Constitution.

(b) The Executive Board shall review all bills, donations and expenditures of the Local Union, except regular or standing bills such as rent, salaries and payments to the International Office, which shall require no action for payment.

Sec. 6. All officers and employees of the Local Union entrusted with its money shall be protected by a robbery and holdup bond of sufficient amount to fully protect the Local Union against any loss.

ARTICLE XII
Sick and Distress Dues Fund Account

Sec. 1. There is hereby established in Local Union 46 a "Sick and Distress Dues Fund Account" to be used for the payment of members dues as hereinafter stated.

Sec. 2. The funds necessary to maintain the Sick and Distress Dues 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 assessments shall be in addition to members regular monthly or quarterly dues. All moneys collected under this provision shall be deposited to the credit of the Sick and Distressed Dues Fund Account, and shall not be used for any purpose other than provided herein.

Sec. 3. The amount of the assessment per member shall be \$2.00 per quarter and shall be assessed automatically, as required to maintain the fund in solvent condition, not to exceed a balance of \$8,000.00 in the Sick and Distress Dues Fund Account.

Sec. 4. Any member in financial distress may apply to the Executive Board for a loan to have his dues carried. The Executive Board shall have full authority in all such cases.

Any member who, by reason of sickness or accident, is unable to work for a period of 30 days or more shall be entitled to have his dues paid from the Sick and Distress Dues Fund Account so long as he is incapacitated, not to exceed six (6) months, after such time subject to review by the Executive Board and the Local Union. The Executive Board may require the submission of a physician's certificate in any such case.

Sec. 5. When a member's dues are carried as provided herein, the Recording Secretary shall issue a voucher in the member's name for the amount. This shall be signed by the President -- endorsed by the member -- and given to the Financial Secretary, who shall then issue the proper dues receipt to the member.

Sec. 6. At the end of each month, the Financial Secretary shall give the Treasurer all such vouchers. The Treasurer will then issue one (1) check on the Sick and Distress Fund Account to the Financial Secretary for all vouchers issued during the month and shall note on the stub the voucher number covered by such check.

Sec. 7. All dues carried by a loan as provided herein shall be charged to the member's account by the Financial Secretary -- unless directed otherwise by the Executive Board.

Sec. 8. Members who are kept in good standing through the procedures of this Article shall not be entitled to any voice or vote at Local Union meetings, on matters involving their indebtedness to the Local Union.

Sec. 9. The Local Union shall not cancel or otherwise remit the indebtedness of any member for dues carried, except in cases where such action may be recommended by the Executive Board.

Sec. 10. It shall be the duty of the Executive Board of the Local Union to administer the Sick and Distress Fund Account provided in this Article. The decision of the Board shall be final in all cases, except that a member shall have the right to appeal.

Sec. 11. The Financial Secretary shall report to the Local Union at the first regular meeting in each month, the amount of dues being carried from the Sick and Distress Dues Fund Account, noting the names of those who have been kept in good standing by payments from the Sick and Distress Dues Fund Account.

Sec. 12. No other monies than those herein provided shall be transferred to the Sick and Distress Dues Fund Account without the approval of the International President.

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

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

ARTICLE XIII
Jury Duty Fund

Sec. 1. There is hereby established in Local Union 46 a "Jury Duty Fund Account" to be used for the payment of member's 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 over the age of 18 of the Local Union employed at the Electrical Trade within the jurisdiction of this Local Union.

(a) Members will be eligible for a waiver of the Jury Duty Assessment providing they meet any of the following criteria:

1. Is working for an employer that as part of a collective bargaining agreement pays for lost wages while the member is serving on Jury Duty, and is a member in good standing for a minimum of one year; or
2. Is retired from the electrical trade;
3. Is not legally eligible to serve on Jury Duty;
4. Is disabled. A physician's certificate of disability shall be mandatory;
5. Is currently serving on active military service.

(b) All such waivers shall be reviewed by the Business Manager or his assigned designee in March of each year to check the eligibility of such applicants.

(c) 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 assessment per member shall be 1 ½ hour's pay each year, to be paid at the Journeyman straight time hourly rate for his classification. Assessments are due in June of each year.

Sec. 4. (a) Any member serving on Jury Duty may apply to the Executive Board for his wages and benefits; to be paid at the Journeyman straight time hourly rate for his classification.

(b) The amount paid should not exceed eight (8) hours in any twenty-four (24) hours of any one (1) day, nor forty (40) hours in any one (1) week.

(c) If a member is still on Jury Duty after one (1) week; benefits will also be paid; provided the Trusts will accept the funds.

(d) The Executive Board shall have full authority governing all such payments.

(e) Payment will be made upon provided proof of service and/or proof of available for jury service from the court system.

Sec. 5. When a member collects wages and benefits from 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, endorsed by the member and given to the Financial Secretary, who shall then 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 XIV
UNITY FUND

Sec. 1. There is hereby established in Local Union 46 a Unity Fund Account to be used for the purposes of fulfilling the activities designated by the Unity Committee. The Mission of the Unity Committee shall be: To establish a stronger and more cohesive Union through the building of Brotherhood, Unity, Pride, and Education among all members of IBEW Local Union 46.

Sec. 2. The funds necessary to support the activities of the Unity Committee shall be raised through Committee activities and collected by voluntary member contributions.

Sec. 3. All moneys collected under this provision shall be deposited to the credit of the Unity Fund Account, and shall not be used for any purpose other than provided above.

Sec. 4. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

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

ARTICLE XV
Supplemental Insurance Fund

Sec. 1. There is hereby established in Local 46 a supplemental insurance fund account to be used for the purpose of accepting and distributing monies to purchase supplemental insurance for all members who choose to purchase supplemental insurance as approved by the Business Manager.

Sec. 2. All monies collected under this provision shall be deposited to the credit of the supplemental insurance fund account and shall not be used for any purpose other than provided above.

Sec. 3. This fund shall not loan money to any member to purchase insurance as stated above.

Sec. 4. This fund shall be audited at the time and in the same manner as the other funds of the Local Union.

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

ARTICLE XVI
Admission of Members

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

Sec. 2. Apprentices may be accepted into membership at any time; however, after having worked one (1) year under the supervision or jurisdiction of this Local Union, they shall be admitted to membership in accordance with Article XV of the IBEW Constitution.

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

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

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

Sec. 4. (a) A Residential Wireman or Residential Trainee shall be admitted into the Union under these classifications after thirty (30) days of employment and shall work on residential wiring only.

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

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

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

Sec. 5. Each applicant shall be required to satisfactorily pass an examination covering the classification of membership. However, applicants who are ex-members and have previously passed an examination in the classification for which they are applying may do so without being reexamined.

Sec. 6. All applications shall be referred to the Executive Board for investigation and recommendation.

ARTICLE XVII
Local 46 IBEW Building Corporation

Sec. 1. A building corporation shall be formed in accordance with Chapter 24.24 of the Revised Code of Washington. The name of the building corporation shall be Local 46 IBEW Building Corporation. The management and control of the business and property of the Corporation shall be fixed in a Board of Directors composed of the Officers and Executive Board of Local 46. Members of the Board of Directors, upon expiration of their term as Local 46 Officers or Executive Board members, or upon resignation or removal, shall cease to be members of the Board of Directors and their duly elected or appointed successors shall become directors of the Corporation.

Sec. 2. The Board of Directors of the Corporation shall elect from their own number at each annual meeting of the Corporation a president, vice-president, secretary and treasurer, who shall perform the duties of their respective offices in accordance with the bylaws of the Corporation and rules and regulations prescribed by the Board of Directors. Before all or substantially all the property of the Corporation is to be sold or encumbered in the name of the Corporation, the Board of Directors must approve a resolution for such sale or encumbrance and present the resolution to all members of the Corporation at a meeting called for the purpose of voting on such resolution. A decision by the Board of Directors declining to approve such sale or encumbrance is not subject to further review. It shall require a majority vote of the members of the Building Corporation present to approve the resolution selling or encumbering all or substantially all of the property of the Corporation. The Board of Directors of the Corporation shall take steps to carry out the decision of the membership.

Sec. 3. It shall be the duty of the Board of Directors to see that a complete financial statement of the Corporation is prepared for presentation for the first Regular Meeting of Local 46 following the Regular Annual Meeting of the Corporation.

ARTICLE XVIII Units

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 46:

- 46.1 Inside Wireman
- 46.2 Marine
- 46.3 Electrical Sign and Display
- 46.4 Heating Equipment Service
- 46.5 Electronics and Appliance
- 46.6 Shop
- 46.7 Manufacturing
- 46.8 Port Angeles
- 46.9 Bremerton (Kitsap and Jefferson Counties)
- 46.10 Radio-Television Engineers
- 46.11 Maintenance
- 46.12 Sound & Communications
- 46.13 Stockman
- 46.14 Residential
- 46.15 Light Fixture & Maintenance
- 46.16 Groundsman
- 46.17 Equipment Operator
- 46.18 Professional Technical and Clerical (PTC)
- 46.19 Professional Engineers and Technicians (PET)

ARTICLE XIX
General Laws

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

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

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

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

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

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

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

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

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

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

Sec. 10. When it is required by the Business Manager, all members of this Local Union and all IBEW members working in this jurisdiction shall properly fill out and forward a detailed monthly time report containing the following information:

Member's name and card number.

Employer's name.

Number of hours worked on each classification of work.

Number of hours worked at straight and overtime rate.

Total number of hours worked and total wages received.

This report must be in the Local Union's office not later than the tenth day of the following month.

Sec. 11. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Sec. 12. No officer, committee, or member of this Local Union shall grant any privileges or incur any indebtedness unless first authorized to do so by the Executive Board or the Local Union.

Sec. 13. Members shall show their working cards or receipts, time cards or wages upon request of the Business Manager or Steward.

Sec. 14. At the regular meeting of the Local Union in April of each year, the President shall present to each member present who has attained 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55 or 60 years continuous membership in the IBEW, as of the 31st day of the preceding December with a lapel button for the appropriate year. Such button shall be paid for from the General Fund of the Local Union. It shall be the duty of the Financial Secretary to prepare a list of all members eligible to receive lapel buttons referred to in this section and he shall order same from the International Secretary.

Sec. 15. Any member of the IBEW working in the jurisdiction of Local Union 46 shall not be allowed to engage in any work of any branch of the electrical trade for pay on their off time, without the approval of the Business Manager.

Sec. 16. All members of the I.B.E.W. shall cooperate fully with Stewards in the performance of their duties. No member of the I.B.E.W. shall undermine, impede, harass, interfere with or discriminate against Stewards in the performance of their duties.

Sec. 17. All members of the I.B.E.W. shall cooperate fully with Business Representatives in the performance of their duties. No member of the I.B.E.W. shall undermine, impede, harass or interfere with a Business Representative in the performance of their duties.

Sec. 18. Members of this Local Union shall be selected on an alphabetical basis, according to zip code, for picket duty and associated organizing activities. They shall serve on their designated date and be required to serve no more than eight (8) hours until the roster has been completely exhausted.

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

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

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

ARTICLE XX
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 46
RECORD OF AMENDMENTS**

District: Ninth

Location: Seattle, Washington

Bylaws Retyped in Entirety: March 11, 1991

DATE ARTICLES AND SECTIONS AMENDED

- 6/27/91 Art. XVII, Sec. 4.
- 1/15/92 Art. X, Sec. 8(a) modified.
- 6/9/92 Art. I, Sec. 1(a) modified; Art. X, Sec. 3(b) modified.
- 11/23/92 Updated referenced articles to comply with Constitution.
- 6/8/93 Art. XIII, Sec. 3 revised.
- 10/15/93 Sections 16 and 17 added to Article XVII.
- 12/3/93 Art. VII, Sec. 1 revised.
- 1/5/94 Art. XV revised.
- 6/27/97 Art. XIII, Sec. 4 revised.
- 2/14/00 Art. VII, Sec. 1 revised.
- 3/17/00 Art. VII, Sec. 1 revised.
- 10/5/00 Art. IX, Sec. 4(a) revised, Section 7 added.
- 5/23/02 Art. VIII, Sec. 9 added; Art. XI, Sec. 4 amended; new Art. XIV added and subsequent pages and articles re-numbered.
- 4/14/03 Art. X, Sec. 8(a) amended; Art. XIII, Sec. 2 amended.
- 4/24/03 Art. X, Sec. 8(a) corrected.
- 5/27/03 Art. III, Sec. 4(f) amended; Art. VII, Sec. 1(c) added.
- 6/10/04 Art. I, Sec. 1 & 1(a) amended; Art. XVIII, Sec. 14 amended. Updated Constitutional Articles.
- 2/21/06 Art. IX, Secs. 4(a) and 7 deleted Segregated Fund.
- 9/6/07 New Article XVIII, Sec. 18.
- 10/09/08 Art. III, Sec. 6 amended; Art. VII, Sec. 1 amended
- 12/03/08 Art. VII, Sec. 1 amended; Art. XI, Sec. 4(a) amended; New Article XV added and articles renumbered consecutively, Art. XIX, Sec. 15 amended
- 1/15/09 Art. VII, Sec. 1 corrected
- 2/3/09 Art. XIII, Sec. 2, 4 and 6 amended; Art. VII, Sec. 1(b) amended.
- 9/14/09 Art. X, Sec. 8(a) amended.
- 7/6/10 Art. VIII, Sec. 7 and Art. X, Sec. 8(a) amended.
- 12/10/10 Art. X, Sec. 3(a) and 5(b) amended.
- 7/27/11 Art. III, Sec. 4(b) and Sec. 6; Art. V, Sec. 1; Art. VII, Sec. 1(a), 6, 7 and 8; Art. X, Sec. 3(a); Art. XII, Sec. 1; Art. XIII, Sec. 2; Art. XVI, Sec. 5; Art. XVIII, Sec. 11 amended. Art. VI, Sec. 5 added. Art. X, Sec. 5 and Art. XIII, Sec. 5 removed and sections renumbered.
- 6/9/15 Art. X, Sec. 7 amended.
- 6/1/16 Art. I, Sec. 1 and 1(c), Art. VII, Sec. 1(a), Art. X, Sec. 7(a) and Art. XVIII, Sec. 11 amended.

10/26/16 Art. III, Section 4 amended.