BYLAWS

OF

LOCAL UNION 659

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

MEDFORD, OREGON

APPROVED: March 3, 2026

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 659** of the International Brotherhood of Electrical Workers, **Medford, Oregon.** Local Union **659** shall have jurisdiction over all **Outside Telephone, Utility, Inside, Teledata, CATV, Sound and Communication and Electrical Manufacturing** work as defined in Article XXVI, Sections 4, 5, 6(b) and 8 of the *IBEW Constitution* as follows:

(a) **Outside including Line Clearance Tree Trimming (including Telephone)** work when performed in the following areas:

State of California – Counties

Del Norte	Modoc	Siskiyou

State of Oregon – Counties

Benton	Coos	Curry
Douglas	Jackson	Josephine
Klamath	Lake	Lane
Lincoln	Linn	Polk

(b) **Utility** work when performed by employees of the following:

Avista
Central Lincoln Peoples Utility District
Consumers Power, Inc.
Coos-Curry Electric Cooperative, Inc.
Eugene Water and Electric Board
Lane Electric Cooperative
City of Ashland
City of Bandon
City of Canyonville
City of Myrtle Creek
City of Roseburg
Douglas Electric
Pacific Power and Light Company (those properties which was formerly the Mountain States Power Company and the California-Oregon Power Company)
Springfield Utility Board
Surprise Valley Electrification Corporation

(c) **Inside and Sound and Communication** work when performed in the following areas:

State of Oregon – Counties

Douglas 1/	Harney	Josephine
Jackson	Klamath	Lake

State of California – Counties

Modoc	Siskiyou

1/ That portion of Douglas County lying east of a line running north and south from the northeast corner of Coos County to the Southeast corner of Lincoln County.

(d) **Teledata** work when performed in the following areas:

State of Oregon except Malheur County

State of California – Counties

Del Norte	Modoc Siskiyou

(e) **Cable Television** work when performed by employees of CATV systems operating in the territorial area described in (a) above.

(f) **Electrical Manufacturing** work

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 **659** shall cover the **"A"** and **"BA"** types of membership.

ARTICLE II
Meetings

Sec. 1. Meetings of the Units shall constitute and be considered the regular meetings of the Local Union.

Sec. 2. Regular meetings shall be held **once** monthly 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. 3. Only the Business Manager or the Executive Board may call special meetings. The members shall be notified in writing (*by mail, email, 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. l. 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) The officers shall be those provided for in Article XVI of the *IBEW*

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

Sec. 5. The **Executive Board** shall consist of President, Vice President, Recording Secretary, Treasurer and **three (3**) elected members.

Sec. 6. The Executive Board shall serve as the Examining Board. There shall be separate meetings held and separate records kept.

Sec. 7 (a) Nominations for officers shall be held in **April 2026** and election of officers shall be held in **June 2026** and every three (3) years thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

(b) Members of one Unit may nominate members of another Unit for Local Union office. It is not necessary that such nominees be confined to a particular Unit. A member placing the name of another member in nomination for office when the nominated member is not present, shall at the time the nomination is made, give to the Unit Recorder evidence, in writing, signed by the nominee, that the nominee agrees to be a candidate for a specific Local Union office. However, any member being nominated in this manner cannot signify their intentions to be a candidate for more than one (1) specific Local Union office. This provision shall not apply to offices that have been combined with the approval of the International President.

(c) Immediately after nominations, the Unit Recorder shall forward a list of the names of the candidates, signed by the Unit Recorder and the Unit Chair, to the Recording Secretary of the Local Union.

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

(e) Every candidate shall have the right, once within thirty (30) days prior to the mailing of the ballots, to inspect a list containing the names and last-known addresses of all 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**.

(f) No member shall be eligible for office unless they have been a member of Local Union **659** in continuous good standing for at least two (2) years immediately prior to nomination

(g) 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 they entered an apprenticeship program for the purpose of upgrading their 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.

(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, the individual appointed by the Executive Board 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 a general or specially called meeting of the local union at least eighty (80) days prior to the meeting of the Local Union when nominations are made, the President shall appoint an Election Judge and as many Tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

(d) After nominations have been made and those nominated are found by the Election Judge to be qualified, the Election Judge shall have ballots prepared listing in

alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the *IBEW Constitution*. The ballots shall not contain any number or other marks identifying the voter. If the Local Union retains an impartial outside balloting company to assist and/or conduct the mail ballot election, the Election Judge may, with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

(e) Any candidate for office, or an IBEW member designated by the candidate as an observer, may be present at the preparation and mailing of ballot packages, the ballot pickup and the counting of the ballots. Observers must be members eligible to vote in the election.

(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 two (2) depositories: one (1) for receipt and storage of voted ballots, and one (1) for ballot packages returned as undelivered. This shall not be the Local Union Post Office Box or the Local Union headquarters. *(Cost of such depositories 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 their name and address.

(i) Upon receiving their 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 ensure a fair and orderly election process. These rulings or decisions shall not conflict with any provisions in the *IBEW Constitution* or these bylaws.

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

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

ARTICLE IV
Executive Board

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

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

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

Sec. 4. The Executive Board Chair shall be the President and the Recording Secretary shall be the Secretary.

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

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 Examining Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Examining Board shall retain all records of examinations given for at least two (2) years. A copy of the examination shall be placed in the member's permanent file.

Sec 3. The Examiners shall furnish a report on the results of all examinations to the Executive Board and the Local Union.

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 the Business Manager 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.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be as follows:

President - Vice President - Recording Secretary - Treasurer – Executive Board Members	Four (4) hours wages equal to the straight-time hourly rate for Journeyman, plus reimbursed expenses for each meeting attended.
Business Manager – Financial Secretary	a monthly salary equal to 140% of the straight-time hourly rate for Journeyman multiplied by 184 hours*
Assistant Business Manager (start)	a monthly salary equal to 115% of the straight-time hourly rate for Journeyman multiplied by 184 hours*
(After 6 months (6) of service)	a monthly salary equal to 125% of the straight-time hourly rate for Journeyman multiplied by 184 hours*
Membership Development Representative 1	a monthly salary equal to 110% of the straight-time hourly rate for Journeyman multiplied by 184 hours*
Representative 2	a monthly salary equal to 120% of the straight-time hourly rate for Journeyman multiplied by 184 hours*

* The Journeyman Lineman's hourly wage rate prevailing on the following properties:

Pacific Power and Light Company
Central Lincoln Peoples Utility District
Consumers Power, Inc.
Coos-Curry Electric Cooperative
Eugene Water and Electric Board
Springfield Utility Board
Northwest Line Constructors Chapter, NECA
and the prevailing Journeyman Inside Wireman's (NECA) hourly rate

shall be considered at the discretion of the Executive Board in establishing the hourly rate for Journeyman.

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

Sec. 3. Receipts, vouchers, or other reasonable proof of claim shall support all disbursements for authorized expenditures made on behalf of the Local Union.

Sec. 4. The Business Manager and their assistant(s) shall receive fringe benefits as and to the extent received by the members (pension, vacation, sick leave and health and welfare) employed under the major utility agreement.

Sec. 5. Salaries and employment benefits for office employees of the Local Union shall be subject to such rules that may be formulated and approved by the Executive Board and by the Local Union or by negotiation between representatives of their own choosing and the Executive Board and approved by the Local Union.

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 President and Business Manager-Financial Secretary shall, by virtue of their office, serve as delegates to the International Convention. No candidate for office of President or Business Manager may be nominated for a Delegate at Large seat at the Convention in addition to being nominated for the office of President or Business Manager.

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 the Business Managers authority. The Business Manager may remove any Steward, as such, at any time.

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

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 admission fees, dues (*and agency fees, where applicable*) and assessments established in accordance with the *IBEW Constitution* and these bylaws.

Sec. 3. The admission fees shall be:

(a)

"A" or "BA" Membership	**Journeyman**	**Apprentice & Helpers**
All other classifications	$50.00	$ 30.00

(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. Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time they became an apprentice.

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

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

Members working for Inside Contractors, Outside Contractors and Tree Trimming Contractors:

"A" Members	**Basic Dues**		**Working Dues**
Wages $15.00/hr or less	$1.50	plus	1.0% of Gross Earnings
Wages $15.01/hr or more	$1.50	plus	1.75% of Gross Earnings

Members working for Sound and Communication Contractors, Teledata Contractors, Cable Television Contractors, Flagging Contractors or Other

Specialty Contractors:

"A" Members	**Basic Dues**		**Working Dues**
Wages $15.00/hr or less	$1.50	plus	1.0% of Gross Earnings
Wages $15.01/hr or more	$1.50	plus	1.75% of Gross Earnings

Members working for all other employers:

"A" Members	**Basic Dues**		**Working Dues**
Wages $ 0.00 - $15.00	$1.50	plus	0.5% of Base Salary
Wages $15.01 - $30.00	$1.50	plus	1.0% of Base Salary
Wages $30.01 - $40.00	$1.50	plus	1.25% of Base Salary
Wages $40.01 and over	$1.50	plus	1.5% of Base Salary

(b) Members employed within the trade but not under IBEW Agreement shall pay $3.50 per month.

(c) At such time the financial reserves of the Local Union fall below six (6) months reserves, utilizing the most recent six (6) months expenses as the calculation, working assessments as listed above will be increased for all classifications by .25% for a minimum of six (6) months. Increases longer than (6) months will be decided by the Executive Board on a month-to-month basis.

(d) At such time a temporary working assessment increase is determined as stated in Article X, Section 7(c), all salaried staff employed by the Local Union will be required to furlough the equivalent of eight (8) hour pay, per month, for the same duration of time the increased working assessment is instituted.

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

(f) Unemployed members and members working outside the jurisdiction of Local Union **659** shall pay basic dues only plus the International payments provided for in (c) above.

(g) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local Union **659** under the terms of a local collective bargaining agreement.

(h) All members working as employees of Inside Contractors, Outside Contractors and Tree Trimming Contractors shall maintain **"A"** membership.

(i) Hourly wage rate of members who are paid on a weekly basis shall be computed by dividing the weekly wage rate by the total hours of workweek. Hourly wage rate for members paid on a monthly or semi-monthly basis shall be computed by dividing the total hours of the work month.

(j) 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 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 or a combination of quarterly audits by the Auditing Committee and a yearly audit by a public accountant*) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to ensure Local Union monies received by the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending **December 31**.

Sec. 4. The following Fund(s) are hereby established.

General Fund

ARTICLE XII
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 and should be offered membership on the first day they are assigned for employment or are working under a collective bargaining agreement. Notwithstanding the action of the Local Union, Apprentices must be admitted to membership in accordance with Article XV of the IBEW Constitution after they have worked one (1) year in the jurisdiction of this Local Union.

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.

ARTICLE XIII
Units

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

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in **April** 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 they will be a candidate. No member shall be nominated for Unit office unless they are present or signifies 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 Chair to conduct the election. No candidate for any office shall be eligible for Election Judge or Teller. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots.

(b) The election of Unit Officers may be conducted by mail ballot, providing the Local Union officers are elected by mail ballot. The procedures shall be the same as the mail ballot procedures for the union officers.

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 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:

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

Vice Chair: 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 Chair shall preside over this Committee and it shall meet regularly at such time as it may decide. It 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 to 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. The suspension or removal of any Unit officer for failing to perform their duties, 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. (a) The following Units are hereby established in the jurisdiction of Local Union **659**.

659.0 Medford
659.1 Albany – Corvallis
659.17 City of Ashland
659.2 Alturas
659.3 Bandon
659.4 Central Lincoln PUD
659.5 Port Orford
659.6 Crescent City
659.7 Outside Construction
659.8 Eugene - Springfield
659.9 Lane County

659.10 Grants Pass
659.11 Klamath Falls
659.12 Roseburg
659.13 Yreka – Mt. Shasta
659.14 Toketee
659.15 Lincoln City
659.16 Teledata

(b) The Executive Board at is discretion, or upon the recommendation of the Business Manager, may create or dissolve Units, subject to the approval of the International President.

Sec. 12. Any business originating in a Unit shall not be referred to another Unit but shall be submitted to the Local Union Executive Board for action and then may only be submitted to other Units by the Local Union Executive Board.

Sec. 13. Business pertaining to the Local Union as a whole, or to more than one Unit originating in a Unit of Local Union **659**, shall be handled in the following manner:

The Secretary-Recorder of the Unit shall forward a copy of the action taken to the Executive Board of the Local Union. The Local Union Executive Board shall have a special order of business one-half hour after meeting convenes to act on any business submitted by the Units. Under this heading, they shall hear any member wishing to be heard on any pending business coming from the Units. After consideration, the Local Union Executive Board may:

(1) Take any action the Local Union can take providing the business is of urgent nature and the delay in submitting it to the Unit affected might jeopardize the welfare of the Local Union.

(2) Submit the proposition to each Unit affected for their action in their regular meeting.

(3) Consider all motions pertaining to a particular subject and cover the intent by a motion of their own and refer this to the Unit affected.

(4) Conduct a secret mail ballot by sending a copy of the motion to each member affected to his last known address with no explanation of the motion and requesting the members to approve or disapprove by voting "yes" or "no".

After the motion is submitted by the Local Union Executive Board to the Unit, it shall not be amended but must have an affirmative or negative vote on the motion presented. (*This is necessary because each Unit must act on the motion without hearing the debate in other Units and it is necessary that all action be on a uniform motion. An amendment made by one Unit might not be acceptable to another Unit.)*

Sec. 14. When business pertaining to other Units or to the Local Union as a whole, is presented to a Unit meeting, the Secretary-Recorder shall call this business to the attention of the Executive Board by inserting the following words in their minutes, "PLEASE NOTE EXECUTIVE BOARD".

Sec. 15. A Committee shall be established composed of all Chair of Units and the Executive Board of the Local Union, which shall be known as the Local Union Conference Committee. In addition, at least one member of each Collective Bargaining Unit shall be invited to attend, as well as other members as the Business Manager and Executive Board mutually decides. This Committee shall hold an annual meeting during the month of September, and special meetings by call of the Business Manager or the Executive Board. The Executive Board will decide the date and location of meetings. Fifteen (15) days' notice is to be given prior to date of meetings. The President of the Local Union shall be Chair of the Local Conference Committee. The purpose of this Committee shall be to meet and discuss the problems of the Local Union as it affects the Units and to inform the Local Union Executive Board and Business Manager of the business being carried on policy or matters to the Local Union Executive Board or the Business Manager, and when such recommendations are made, the Business Manager or the Local Union Executive Board shall notify the members of the Committee of the action that has been taken on such recommendations. The Business Manager shall attend or have one or more of his Business Representatives attend each meeting of the Local Union Conference Committee. This Committee shall assist the Local Union Executive Committee in conducting the affairs of the Units but shall in no way conflict with the authority of the Local Union Executive Board or the Business Manager. Members of this Committee shall be reimbursed for travel costs, board and lodging and any lost-time wages while attending regular or special meetings of the Local Union Conference Committee.

ARTICLE XIV
General Laws

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

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

If the accused 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. The Trial Board should dismiss all charges when a member files charges against another member and willfully fails to appear before the Trial Board to prosecute the case.

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

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

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

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

Sec. 7. The *IBEW Constitution* is hereby made a part of these bylaws. Where there is doubt about any section of these bylaws or where such might appear to be in conflict with

the *IBEW Constitution*, then the *IBEW Constitution* shall control and must be followed.

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

Sec. 9. 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. 10. It shall be considered a violation of these bylaws for any IBEW member to solicit employment with any firm under agreement with the IBEW, or to commence working for such firm before having obtained a clearance from the office of the Local Union or its authorized agent except where a bargaining agreement provides otherwise.

Sec. 11. Members shall show their working cards or dues receipts upon request.

Sec. 12. A member who seeks to resign from membership must submit the resignation in writing via delivery to the Local Union mailing address and addressed to the attention of the president or recording secretary of the Local Union. The resignation shall become effective upon receipt by the Local Union.

The Local Union shall acknowledge receipt of the resignation and shall advise the member in writing that all rights and/or benefits of membership are forfeited upon the effective date of the resignation.

The above procedure shall also apply to a member on a Participating Withdrawal Card except that the resignation is to be submitted by the member in writing to the International Secretary-Treasurer with a copy to the Local Union for processing.

ARTICLE XV
Amendments

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

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

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

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

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

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

LOCAL UNION 659
RECORD OF AMENDMENTS

District: Ninth **Location**: Medford, Oregon
Bylaws Retyped in Entirety: September 24, 2007

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