

Constitution

I.L.W.U. Local 28

Preamble:

In our common and rightful pursuit of better working conditions, equitable compensation and adequate recognition, we the associated members of the Protective Service Workers, of the International Longshore and Warehouse Union, Local 28, do adopt this constitution to govern and to guide us. We recognize there shall be no discrimination based on race, sex, age, religion, nationality, or sexual orientation.

Declaration of Principles:

1. **An Injury to One is An Injury to All.**
2. Promote the democratic ideals for which the ILWU stands.
3. Maintain bargaining unit autonomy while balancing the interests of the Local as a whole.

Article 1: TITLE & LOCATION

Section 1. Title:

This union shall be known as the “Protective Service Workers of the International Longshore and Warehouse Union, Local 28.”

Section 2. Location:

I.L.W.U. Local 28 offices are headquartered in Portland, Oregon.

Article 2: MEMBERSHIP & DUTIES

Section 1. Members of Local 28 are workers employed in the protective services industry in the states of Oregon and Washington and their adjacent areas.

Section 2. All members of the union agree that I.L.W.U. Local 28, or any of it’s representatives, are authorized to engage in collective bargaining on their behalf, and all members agree to observe, and abide by this constitution, and all decisions and actions resulting from it.

- Section 3. An individual member, or group of members, must not willfully commit any act while a member of this union, which will jeopardize the welfare of any member of Local 28, in particular, the union, or the I.L.W.U., as a whole.
- Section 4. Every member shall have the same right, and opportunity to run for Bargaining Unit office, Executive Board office, nominate candidates for Bargaining Unit and Executive Board office, to vote in Union elections, to assembly freely with other Union members, to attend Union meetings, and to express themselves at these meetings.

Article 3: MEETINGS, SPECIAL MEETINGS & FORMAT

- Section 1. There shall be a regular Union and Executive board meeting held quarterly (January, April, July, October) in which all regular Union and Executive board business shall be conducted. Location, date and time will be decided by the president with concurrence of the Executive board. The membership shall have at least one week of notice for these meetings.
- Section 2. All members in good standing are welcome to attend regular Union and Executive board meetings, with the exception of closed door sessions of Executive board meetings. A closed door meeting will occur with a majority of Executive Board members agreeing to do so.
- Section 3. A special meeting may be called upon the request of the president or three members of the executive board, or thirty percent of a bargaining unit's membership in good standing. These requests shall be made in writing, with signatures, to the Union president.
- Section 4. When a special meeting is requested, the Union president shall have one week to organize a meeting, and a 72 hour period of notification prior to the meeting must be given to the general membership with the basic reason for the meeting to be specified.
- Section 5. At any regular or special Union meeting a minimum of ten percent of the membership must be present to conduct Union business. Executive board meetings must have fifty percent plus one of Executive board members present to conduct Union business.
- Section 6. During the January meeting, Union offices shall be filled, and during the October meeting, a ballot committee will be formed for the end of year elections.

Article 4: DUES, ASSESSMENTS & EXPENSES

- Section 1. Each Bargaining Unit, in conjunction with the Executive Board, will determine their rate of dues collection. This rate must be such that each Bargaining Unit's share of operating expenses is being met, with any additional monies to be retained in a reserve account.
- Section 2. A member shall be declared not in good standing if he/she should allow their dues and/or assessments to drop behind more than three due dates. If a member has failed for two consecutive due dates to pay his/her union dues and upon the third due date he/she fails to catch his/her dues up, he/she shall be declared not in good standing and a letter shall go out to this individual concerning this fact. If said individual should fail to pay fully what is owed the union in seven days, the president shall sign a letter to the members employer directing the employer to discharge said member for failure to maintain his/her dues per their C.B.A.
- Section 3. There cannot be any one purchase over \$150.00 or any combination of purchases over \$300.00 for any one month, not previously approved by the executive board.
- Section 4. All expenses must be substantiated by a receipt and attached to a voucher.

Article 5: EXECUTIVE BOARD

- Section 1. There shall be an executive board which governs the union. The Executive board will be comprised of duly elected members from each bargaining unit.
- Section 2. Each bargaining unit will be allotted two seats on the Executive Board to represent them. In the event that only one member from a bargaining unit attends an executive board meeting, the non-attending member can give written consent to allow by proxy voting to another executive board member. This written consent must be presented at the beginning of the Executive Board meeting.
- Section 3. At the first meeting in January, the previous years Ballot Committee Chairperson shall swear in all newly elected members. The new Executive Board will then nominate and elect (by majority show of hands) the President, Vice President, Secretary-Treasurer, and Sergeant-at-Arms. These officers of the Union, and the remaining members, are the Executive Board of the Union.
- Section 4. Five members of the Executive board must be present to make a quorum.

Article 6: OFFICERS & THEIR DUTIES:

- Section 1. *Duties of Executive Board Members:*

- Section A. Each Executive Board member shall be responsible for fairly and equitably representing the interests of their bargaining unit and Local 28 as a whole.
- Section B. Election of President, Vice-President, Secretary-Treasurer, and Sergeant-at-Arms shall be the duty of the Executive Board.
- Section C. The Executive Board will be responsible for making all monetary decisions regarding the Local funds.
- Section D. Executive Board members are expected to attend each quarterly Executive Board meeting, with all travel expenses paid by the Local. Ample notification shall be expected in the event of non-attendance.
- Section E. The Executive Board is entrusted with the oversight of each bargaining unit; ensuring that conflicts are being addressed, by-laws are being abided by, and resources are available to provide adequate representation.
- Section F. The executive board shall have the power to adopt such measures as they deem necessary from time to time, for the good and welfare of the Local, subject to approval of the membership.
- Section G. The Executive Board retains the sole ability to appoint, hire, and discharge all representatives, consultants, or employees.
- Section H. No person shall have the authority to sign any correspondence, documents, or statements concerning union business or speak on behalf of the union, without first having been approved by the Executive Board of this union.
- Section I. The Executive Board shall be responsible for maintenance of the Local's website and the publishing of a quarterly news letter.
- Section 2. President:
- Section A. The President presides at all executive board meetings, and general membership meetings. The President also attends bargaining unit meetings as needed. The President will also chair all trial committee meetings, preserve order, and enforce the provisions of the Local's constitution and each bargaining unit's by-laws.
- Section B. The president shall be the chairperson of all Local 28 committees unless otherwise designated by the president or this constitution and it's by-laws.
- Section C. The President shall be responsible for the administration of the union. Shall ensure that the other union officers, and shop stewards, are handling their respective positions properly and if there be an individual who does not perform his or her job as an officer of this union. It is the duty of the president to report this fact in written form to the Executive Board at the next Executive Board meeting.

- Section D. It shall be the duty of the president to keep the Executive Board fully aware of the administrative functions of this union.
- Section E. It is the duty of the president to fully report all union business to the Executive Board at each Executive Board meeting
- Section F. The President, along with the Vice-President and Secretary-Treasurer, is assigned the duty of check signing.
- Section G. The President, along with any appointees, shall be responsible to represent the Local at any and all meetings, and functions, public or private. Two members, at minimum, are expected to attend all meetings, functions, etc. The president is not expected to attend all bargaining unit level meetings.
- The President shall be responsible for providing content to the Local's quarterly news letter, describing the state of the union.

Section 3. *Vice President:*

- Section A. The vice president, in the absence of the president, shall act as the presiding officer, enjoy all the privileges, perform all the duties, exercise all the powers belonging to the president, and be held responsible for the duties that are described for the president.
- Section B. The vice president shall automatically succeed into the president's office if said office should become vacant prior to the regular selection of newly elected officers each January.
- Section C. The vice president shall perform such duties as the president shall assign him from time to time.
- Section D. It is the duty of the vice president to keep the president fully informed of any functions which might have any reflection on any of our members or the union as a whole and if need be, take immediate appropriate actions on behalf of the president if in fact, such action cannot wait for the president to either be informed of, or handle.
- Section E. The Vice-President, along with the President and Secretary-Treasurer, is assigned the duty of check signing.

Section 4. *Secretary-Treasurer:*

- Section A. The secretary-treasurer shall be responsible for the basic functioning of the union office, the financial books and the filing system.
- Section B. The secretary-treasurer, in conjunction with any Secretary hired by the Executive Board, shall keep a correct record of all proceedings of the Local, read and preserve all documents and correspondence, answer all correspondence as directed by the president, keep a copy thereof, issue calls for all special meetings when ordered to do so, have charge of the

seal of the Local, and keep a record of addresses and phone numbers of all members of the union.

- Section C. He/she shall preside at meetings in the absence of the president and vice president but at such times, shall appoint from the floor, a member to keep the minutes and assist him/her in any further clerical work.
- Section D. He/she shall be custodian of all Local 28 property entrusted to him/her. He/she shall, at the beginning of each administration, have all property signed over from the outgoing secretary-treasurer to the incoming secretary-treasurer on a prepared list of inventory, to be co-signed by the incoming president. Any discrepancies shall be taken care of by the old administration as outlined elsewhere in this document, prior to the new administration signing.
- Section E. He/she shall receive and write receipts for all monies due the Local and deposit same in a checking and/or savings account belonging to Local 28 with the Secretary/Treasurer being the first signature of all checks written on any financial accounts of this Union; with the President or Vice-president of this Union having to co-sign all checks in order to legalize such dispensation of any funds from any account of this Union.
- Section F. It shall be the duty of the Secretary-Treasurer to ensure all vouchers have corresponding receipts and appropriate signatures.
- Section G. In conjunction with the shop stewards, He/she shall collect dues and assessments. Notify members of non-payment and furnish the president with a list of delinquents.
- Section H. All union officers shall be bonded by the blanket bond of the International with Local 28 paying the premium. It is the duty of the secretary-treasurer to keep this bond active, and a copy on file.
- Section I. If the membership should authorize the hiring of a professional secretary, office worker, etc; the secretary-treasurer shall be responsible for reporting on this person's actions in performance of their job duties.
- Section J. The secretary-treasurer is subject to the directions and desires of the president, and/or vice president of this Local.
- Section K. The Secretary-Treasurer shall have the authority to sign any correspondence, documents, or statements concerning union business, unless otherwise noted by the Executive Board.
- Section L. It shall be the duty of the previous secretary treasurer, along with the incumbent to work together on the necessary tax forms and/or government forms which must be filed for this union.
- Section M. The outgoing secretary-treasurer shall type out, or maintain a list of responsibilities which are not covered in the constitution as a guideline for the incoming secretary-treasurer to go by. These shall be guidelines and not construed to be set rules one must follow.
- Section N. The Secretary-Treasurer will be responsible for providing content for the

Local's quarterly newsletter, and ensuring the publication of the same.

Section O. The Secretary-Treasurer will ensure in January that the previous year's books are audited, and that all necessary Federal documents are filed.

Section 5. Sergeant at Arms:

Section A. The Sergeant at Arms is primarily responsible for order at Union and Executive Board meetings. They will insure all meeting rules and structures are followed.

Section B. The Sergeant at Arms will also introduce all speakers at meetings.

Article 7: IDENTIFICATION CARDS

Section 1. Each member of the Union in good standing shall be issued a Union identification card denoting their membership within I.L.W.U. Local 28, their name, position within the Union, bargaining unit they belong to, and the Union address & phone number. The card will be signed by the Union President

Section 2. When a member of the Union leaves, or changes their position within the Union, they must surrender their identification card, or exchange it for a new one.

Article 8: NOMINATIONS, ELECTION OF BARGAINING UNIT OFFICERS, & VOTING RIGHTS.

Section 1. All members of Local 28 in good standing have the right to be nominated for, the right to nominate another, and the right to participate in voting for their Bargaining Unit's offices.

Section 2. Election to Bargaining Unit office shall take place following the October Executive Board meeting, and the appointment of a ballot committee.

Section 3. Each bargaining unit within Local 28 shall be responsible for nominating there own; A) Representatives to the Local 28 Executive Board, B) Shop Stewards, C) L.R.C. members, and D) Any other office specific to their bargaining unit. Each bargaining unit will have in their by-laws, a fair and legal means of doing this. All persons nominated to office must be members in good standing.

Section 4. Each bargaining unit within Local 28 will provide a list of nominees for their offices, and their member's current addresses, to the Chairperson of the Ballot Committee prior to November 1st. Ballots will be mailed out during the first week of Nov., and must be returned by December 1st to be counted. The Chairperson of the Ballot Committee will be responsible for counting, and reporting results to each bargaining unit, prior to Dec. 15th.

Section 5. All elections to Bargaining Unit office shall be decided by the winner of a simple majority of returned ballots from that bargaining unit. If any

election results in a tie vote, a new ballot will be mailed to the members of that bargaining unit, with all ballots needing to be returned no more than 30 days from when they were mailed out. A second tie vote will result in a coin toss to determine the winner, to be conducted by a member of Local 28 from a different bargaining unit, in front of all concerned parties.

Section 6. The mail ballot received by each member shall consist of the main envelope in which is enclosed a ballot, a blank envelope in which the ballot is to be sealed inside, and another envelope with return postage, the voting member's name, and the union address to which the blank sealed envelope holding the ballot is placed inside of, then must be mailed back to the union to be counted. Each ballot shall have been stamped with the embossed union seal to validate said ballot.

Section 7. The Counting Committee shall check the name of each member sending a ballot back from a list of membership, open the first envelope and place the blank sealed envelope containing the ballot into another container, and upon compiling all blank envelopes, then open said envelopes and tally the votes, which shall be counted in the next union meeting.

Section 8. Any ballot determined to be improperly returned, marked, or tampered with by a majority of the Ballot Committee, shall not be counted.

Article 9: VACANCIES, IMPEACHMENTS, & RECALLS

Section 1. Any officer or committee member who fails to attend two consecutive meetings (regular or special) without cause, and prior notification, shall be assumed to have resigned and with Executive Board approval, the office shall be declared vacant.

Section 2. If, at the determination of the Executive Board, said vacant office needs an immediate occupant for the good of the union, they may appoint a member in good standing from the same Bargaining Unit, to fill said office until the membership has time to properly elect a member to officially fill said office. If the member who vacated their position on the Executive Board held a titled position, then the Executive Board will re-elect that position using the procedures as described elsewhere in this constitution.

Section 3. Each Bargaining Unit shall have a procedure in place for impeaching and recalling their representative to the Executive Board.

Section 4. If a majority of Executive Board members agree, and 30% of all Local 28 members in good standing sign a petition, specifying the reasons for same, any person holding any office, serving on any committee, or employed in any capacity in this or for this Local, shall be subject to impeachment and recall.

- Section 5. The signatories to the document of impeachment shall have a written statement to be read, in support of their accusation, in the union meeting in which the document of impeachment is presented.
- Section 6. The accused may ask any member, in good standing, within the I.L.W.U. system to represent him/her during the impeachment trial and shall be given every opportunity to defend him/her self during the proceedings.
- Section 7. In case the president is the subject for impeachment, the impeachment document shall be filed with the vice president and if not available, the secretary-treasurer, otherwise, in all cases, the impeachment documents shall be filed with the president of this union.
- Section 8. In emergency cases, i.e.: criminal charges; any officer, committee member, etc. will be considered as suspended from his/her office until such time as they are found innocent or guilty. The accused cannot perform any union business and must turn in any ID, keys, documents, or correspondence they have in their possession. The officer doing the relieving shall then as soon as possible call up a special session of the Executive-board to confirm said action. In such cases, if the president is accused the vice president shall be acting president until the charges are resolved. In all other cases not considered serious enough for immediate suspension, the office holder shall retain his/ her duties, and privileges until the results of the balloting are counted.
- Section 9. After the Executive Board votes, and 30% of signatures are collected, the charges as filed will be put on a ballot, and have same sent out to all members in good standing according to the written ballot rules, as stated elsewhere in this document for a vote, as to recalling said member from his office or position in this Local, and report the same to the next regular or special, union meeting.
- Section 10. A 50% plus one vote, shall determine if said person shall be recalled immediately.

Glossary of Terms

Bargaining Unit – A subset of the whole union which is distinguished by the employer with whom they have a contract.

Good-standing – A member who has not allowed their dues and/or assessments to drop behind more than three due dates.

Local – Refers to the membership as a whole.

Union – Refers to the membership as a whole.