

**DECLARATION OF PRINCIPLES, CONSTITUTION,
AND BYLAWS OF THE INTERNATIONAL
LONGSHORE AND WAREHOUSE UNION LOCAL**

5

Chartered: August 10, 2000

It is the duty of every member to read and understand this Declaration of Principles, the Constitution and the Bylaws. These protect and strengthen our Union; Both will be strictly enforced. Ignorance of the Constitution is no excuse.

Amended as of October, 2006

Constitution and Bylaws of Local 5 International Longshore and Warehouse Union

Preamble

Since the beginning of history, humankind has struggled individually and collectively for political, economic and cultural betterment and has found the greatest ability to make such advancement through democratic organization to achieve common aims.

Therefore, we, who have the common objectives to advance the living standards of ourselves and workers everywhere in the world, to promote the general welfare of our nation and our communities, to banish racial and religious prejudice and discrimination, to strengthen democracy everywhere and achieve permanent peace in the world, do form ourselves into one indivisible Union and adopt the following Constitution to guide our conduct and protect our democracy within the Union.

Declaration of Principles

We, the members of Local 5, in order to build and maintain a strong union organization and provide for the defense of our common interests, promote the general welfare of our members, their families and other wage earners in the community, and uphold the rights and dignity of our labor and its organized expression, have determined that we shall be guided by the following principles:

1. An injury to one is an injury to all.
2. All rights and duties belong, without discrimination, to each member of this organization as long as the member complies with the constitution and bylaws.
3. The right of all members to receive a fair and just return for their labor to make possible sufficient leisure for education, recreation, and cultural development.
4. The right to be treated in a decent and respectful manner by the employer.
5. To use all possible safety measures in our work so as not to injure sister or brother members; to reduce the hazards of our occupation to a minimum, to fight for improved benefits and to get the maximum benefits for those injured.
6. To conduct ourselves as union members in such a way as to raise the

- living standard of all wage earners.
7. To establish our occupation as an honorable means of earning a decent living.
 8. To organize the unorganized.
 9. To assist other unions whenever possible in resisting attacks on their wages and working conditions and attaining their demands, and to honor legitimate picket lines.
 10. To fight all violations of democracy, to uphold the principle that all have an equal right to employment, to security, and to the leisure necessary to enjoy life.
 11. To engage in political action to the fullest extent of our energies and resources, so that our economic and social gains may be extended, consolidated, and protected.
 12. To educate our membership on their roles and responsibilities as union members towards the working class movement and society.
 13. We are determined to do everything within our power, individually and collectively, to promote the best interests of our members in pursuit of these aims by:
 - a. Maintaining democratic rank and file control of our union.
 - b. Establishing permanent affiliations with our international union, the International Longshore and Warehouse Union.
 - c. Coordinating our economic and political activities with other trade unions and progressive organizations.
 - d. Working for unity within the labor movement locally, nationally and internationally.
 - e. Affirming the right of everyone to a job without discrimination because of race, color, religion, gender, age, disability, national origin, sexual orientation, or political belief.
 - f. Asserting our full citizenship in the affairs of our communities, state and nation, in such a manner as to make clear our interests are identical with the interests of the majority of the people.
 - g. Upholding everywhere our conviction that the welfare of all humankind depends upon recognition of the dignity of human beings.

Article 1 - Name and Location

The name of this organization shall be Local 5 of the International Longshore and Warehouse Union, and its headquarters shall be in Portland, Oregon.

Article 2 - Objectives

The objectives of this Union are to unite all workers, within the jurisdiction of this Local, to promote, protect and champion the struggles of these workers to achieve economic well-being, and improve their general welfare and rights as workers through collective bargaining.

Article 3 - Jurisdiction

ILWU Local 5 will represent warehousing, distribution, manufacturing, retail, clerical and other allied workers in the Portland metropolitan area, the Olympia metropolitan area, and the Coos Bay metropolitan area.

Article 4 – Membership

Section 1. Members of Local 5 shall be anyone working within the jurisdiction of this Local whose financial obligations to the Local have been met. All members will have the option of signing a membership card.

Section 2. Local 5 shall not discriminate against any person because of race, color, religion, gender, gender identity, age, disability, national origin, sexual orientation, or political beliefs.

Section 3. Every member of Local 5 shall have equal rights and privileges to nominate candidates for the Executive Board, to vote in elections, to assemble freely with other members, to attend membership meetings, and to express any views, arguments, or opinions at these meetings.

Section 4. In addition to signing membership cards, members may take the following oath of membership at a membership meeting:

I, (name), promise to abide by the Constitution and Bylaws of Local 5, and the International Union to assist in building this Union, and to support my Union sisters and brothers in securing respect and fair treatment on the job.

Section 5. Duties of members are:

- a. To comply with and enforce the provisions of any Contract duly ratified and signed.
- b. To abide by the Local 5 Constitution and Bylaws, and the Constitution of the International Longshore and Warehouse Union.
- c. To look out for the best interest and welfare of Local 5 and individual members.
- d. To stay informed of union matters and exercise a voice and vote in the affairs of the Local. Members are encouraged to attend union meetings and to read official publications of Local 5.
- e. To honor all sanctioned, legal, and approved picket lines.
- f. To furnish the union office with their current mailing address. Notices sent by ordinary mail to the most recent mailing address provided shall be conclusively deemed official.

Article 5 - ILWU Local 5 Funds

Section 1. Dues will be in the amount of 1.75% of each individual member's gross pay. The dues payment will be deducted from each paycheck. In addition to the standard dues payment, any member of ILWU Local 5 in good standing may propose a temporary increase of these payments. A dues increase may be proposed in order to assist in financing appropriate projects and/or interests of the Local. The petition to amend dues will be presented to the Secretary- Treasurer, who will verify that said petition is signed by twenty- five (25) members in good standing, no less than two (2) weeks before the next General Membership meeting. At that general Membership meeting, the membership shall be notified of the proposed change in dues. Notices shall be posted at least two (2) weeks in advance of the following General Membership meeting, where a vote on the proposed change in dues shall take place. At said meeting, the proposal must pass by a simple majority of members present.

Section 2. All local deposits will be held at institutions insured by the FDIC or NCUSIF. Total deposits at any institution will not exceed the amount insured by these agencies.

Section 3. Local 5 shall maintain a separate account (or, if necessary to maintain insurance coverage, more than one) for the Local 5 Strike Fund(s). The purpose of this fund is to provide a stipend to striking or locked- out workers and to meet the financial obligations of the Local when dues income is reduced by strikes or lockouts. Deposits of Local 5 money to the Strike Fund shall be determined in a budget approved by the General Membership. Members may also donate their own money directly to this fund. Reductions of this fund may only be made during strikes or lockouts with the approval of the General Membership at a regularly scheduled General Membership meeting. The decision will be made by a majority of those voting, and any money withdrawn or transferred by such a vote must only be used for the purposes stated in the proposal.

Section 4. Any member benefits funds required by a contract mandate shall be held in accounts separate from all other Local 5 funds.

Section 5. The Secretary- Treasurer shall prepare a budget annually, with the advice of the Executive Board. The budget shall be officially presented to the membership at the October Membership meeting and, if substantial revisions are needed be presented again at the November Membership meeting. No more than one (1) week after the October (or November) General Membership meeting, ballots regarding the budget proposal shall be sent to all members as defined in Article 4 Section 1. The Elections Committee shall oversee the voting process. Members will vote the budget up- or- down, with ballots that must be returned to the Elections Committee by the last Friday in November (or December). In the event any budget is rejected, it will be revised by the membership at the next General

Membership Meeting and again submitted for approval by mail ballots due by the first Friday of the following month. In the event an approved budget expires before a new budget is approved, Local shall continue to abide by the monthly allocations of last approved budget until a new budget is approved.

Article 6 - The Executive Board

Section 1. The Executive Board shall be responsible for taking action on behalf of the membership on all matters concerning the good and welfare of the Local. The Board shall regularly meet at least one (1) time per month and may meet more as needed. The Board shall:

- a. Recommend policy directions for the Local.
- b. Plan and coordinate Local activities.
- c. Oversee the implementation of decisions made at membership meetings.
- d. Take actions and make decisions necessary to carry out the work of the local between membership meetings
- e. Hire and supervise office staff as necessary.
- f. Appoint the chairperson for all standing and ad-hoc committees with the exception of the elections committee both of which will be elected.
- g. All Executive Board members are required to attend all General Membership meetings.

Section 2. The Executive Board shall consist of Titled Officers, Bargaining Unit Representatives, and the Chief Steward. The term of office of these positions shall be two years.

Section 3. Titled Officers of the Local shall be the President, Vice President, Secretary- Treasurer, Union Representative and Chief Steward. The Titled Officers will function as outlined below, and will, in addition, take on other duties as assigned by the Executive Board. The Executive Board shall determine which elected officers shall be bonded.

A. President. The President shall be the chief spokesperson for the Local. She/he shall preside over all meetings of the Local, and act as a liaison between the Executive Board and Members. She/he shall sign all official documents that pertain to the Local and countersign all checks drawn against the funds of the Local. She/he shall make regular reports to the membership regarding her/his own and the Executive Board's activities.

B. Vice President. The Vice President shall perform the duties of the President in her/his absence, and shall assume office of President in the event of the resignation, death or removal from office of the President.

She/he shall oversee and coordinate all standing and ad-hoc committees. The Vice President shall work with the Union Representative on external organizing efforts.

C. Secretary- Treasurer. The Secretary- Treasurer shall receive and document all monies of the Local and shall deposit all money received in the name of the Local in a bank of the Local's choosing. This money shall be withdrawn only by check signed by the President and the Secretary- Treasurer. She/he shall be responsible for the timely paying of bills. She/he shall be responsible for all legally required and constitutionally required reports. She/he shall maintain the Local's financial books and records, will oversee the membership rolls of the Union, and will prepare and submit a membership report to the Executive Board as directed. The Local may, from time to time, secure a financial audit, which shall be presented to the Executive Board and the Membership. She/he shall prepare an annual budget for review and adoption by the Executive Board and Membership.

D. Union Representative. The Union Representative shall be responsible for implementing the internal and external organizing plans of the Executive Board. She/he will be responsible for reviewing incoming and outgoing correspondence and reporting to the membership. She/he is in charge of maintaining the archives of the local. She/he shall oversee contract administration and negotiation activities in coordination with the appropriate officers and members of the union. The Union Representative shall work with the stewards in encouraging members to attend General Membership meetings. The Union Representative shall perform other such duties as the membership directs as necessary to the functioning of the Local. The salary of the Union Representative shall be set by the Executive Board. The Union Representative shall not be paid more than the highest paid member of the Local.

E. The Chief Steward will develop the agenda for and chair the Stewards' Council meetings. She/he will assist Stewards with grievances where necessary or requested and will report to the Executive Board on grievances and arbitration cases and shall present the Stewards' Council's report and recommendations on those grievances, which next step is Arbitration. The Chief Steward will be responsible for conducting worksite elections of Stewards and for the orientation and training of Stewards and Grievance Committee members. The Chief Steward will maintain an up-to-date list of stewards for the local and will submit this list as needed to the employers, as required under collective bargaining agreements. In the temporary absence of both the President and the Vice President from any regular or special meeting of the Union or the Executive Board, the Chief Steward shall preside.

Section 4. Bargaining Unit Representatives.

Bargaining Unit Representatives shall be elected from each bargaining unit utilizing the election procedure in Article 8. Their duties will be to speak to the interests of their bargaining unit on the Executive Board and to assist the Titled Officers in coordination of internal organizing, contract negotiations, and other bargaining unit- specific activities. Each bargaining unit shall be entitled to elect one representative regardless of size, up to one hundred (100) members, and one representative for each additional one hundred (100) members or fraction thereof.

Section 5. A quorum for an Executive Board meeting shall be a majority of its members. Executive Board members may attend Executive Board meetings through any real-time medium.

Section 6. Notes will be taken at each Executive Board meeting and General Membership meeting. The responsibility of taking notes at each meeting will rotate between all officers of the Executive Board.

Article 7 – Trustees

Section 1. Two Trustees shall be elected. Their terms shall be two (2) years. They shall regularly meet with the Secretary- Treasurer at least one (1) time per month to inspect the receipts and disbursements of the funds of the Local. This meeting shall be open to any member of Local 5. They shall prepare and make reports to the membership at the General Membership meetings on the security of the Locals' assets and the state of its finances. They shall inspect the financial records of the Local at least twice a year in order to assure themselves that all records are being kept in accordance with the laws and instructions of the Local and the International Union. The Trustees shall perform other financial duties as directed by the Executive Board.

Article 8 – Elections

Section 1. The Elections Committee will oversee all elections and voting involving the use of ballots in ILWU Local 5. This shall include verification of nominee qualifications, preparation, distribution, collection, and counting of ballots. No candidate who is also a member on the Elections Committee may oversee the election in which they are running. The Elections Committee shall be nominated and elected by the members at the November General Membership meeting every even year.

There shall be 5 members on the Election Committee at least three of whom must oversee any election. If there is less than five members on the committee, a special election shall be held at the next General Membership

meeting to fill the vacant positions. The General Membership must be notified at least two weeks in advance of such an election. The winner(s) shall be determined by a simple majority of those voting at the meeting.

Section 2. The following shall be the election procedure for Titled Officers, Trustees, and Chief Steward of ILWU Local 5:

- a. Eligibility. A candidate for an Executive Board or Trustee position must have been a member in good standing for at least six (6) months prior to nominations. Candidates for Titled Officer positions must have attended at least three (3) of the past six (6) Membership or Bargaining Unit meetings prior to, but not including, nominations.
- b. One months' notice of the nominations will be given to the membership. Nominations shall be held every other year during the month of January. Nominations will be taken at the January membership meeting from the floor. If a candidate cannot make the meeting, she/he shall submit a statement of intent to run with her/his signature, as well as ten (10) names and signatures of members in good standing. She/he shall submit this petition to the Secretary/ Treasurer no less than twenty- four (24) hours before the General Membership meeting. No names may be removed from the ballot once it has been printed.
- c. Within seven (7) calendar days following the meeting at which nominations take place, the Elections Committee shall ensure that a list of the nominees for each office, their place of employment and the date ballots will be posted on all union bulletin boards.
- d. All candidates for an ILWU Local 5 Executive Board position shall have the option of having a short candidate statement printed in the February's Election Edition of the ILWU Local 5 newsletter, "Bridges".
- e. Ballots including all candidates name, position they are running for, and place of employment shall be sent to the home address of every ILWU Local 5 member in good standing. The ballots shall be clearly marked with instructions and deadlines for participation in the election. All ballots must be returned to ILWU Local 5 by 5:00 p.m. on the last Friday in February.
- f. If there is only one nominee for office, she/he shall be declared elected at the close of nominations. If there are two nominees, the one who receives the highest number of votes shall be elected. If there are more than two, and no one receives more than 50% of the votes, a runoff election will be held between the top two vote

getters. Runoff elections will be held the first week of March.

- g. Newly elected officials of ILWU Local 5 shall attend and observe the March Executive Board meeting(s) and shall officially take office at the March ILWU Local 5 General Membership meeting.

Section 3. Elections shall be conducted for Bargaining Unit Representatives in the manner described in Section 2 of this article except that only members of the Bargaining Unit may nominate and vote for candidates for Bargaining Unit Representative positions. In addition, nominations may take place at a Bargaining Unit meeting. Separate ballots for each Bargaining Unit will be prepared by the Election Committee and distributed to Members of the respective Bargaining Unit. The Elections Committee will decide the manner in which ballots are delivered to bargaining unit members of each specific Bargaining Unit.

Section 4. In the situation of new bargaining units entering in ILWU Local 5, the dates for nominations and elections for Bargaining Unit Representatives may be modified by the Executive Board to accommodate the new Bargaining Unit. In addition, Section 2a of this article shall not apply.

Section 5. New Executive Board members and Bargaining Unit Representatives will be installed at the Executive Board meeting following the election and shall take the following oath of office:

I, _____, on my honor, in accepting this office, agree that I will work to the best of my ability to fulfill the responsibilities of the office, to represent the membership to the best of my ability at all times, and to abide by the Constitutions of Local 5 and the International.

Article 9 - Recall of Officers

An Executive Board member, Bargaining Unit Representative or Steward of this Local may be recalled by members of the group from which she/he was elected. The officer in question shall be recalled by a two-thirds (2/3) majority of those voting. If the recall succeeds, the office shall be declared vacant and shall be filled as specified in Article 9.

- A. A member or group of members may request a recall election for an Executive Board member, Bargaining Unit Representative or Steward by submitting to the Executive Board a petition signed by thirty percent (30%) of the represented members in good standing.
- B. Each signer on the petition must date her/his signature and name. To be counted, all signatures must be dated no earlier than two (2)

months prior to the date the petition is presented to the Executive Board for action.

- C. The Elections Committee will verify that there are sufficient valid signatures to proceed with the recall vote and will determine the date of the membership meeting at which the vote will be held. No less than two weeks notice of the vote shall be given to the affected members. Prior to the vote, the office holder may request a hearing before the Membership, or the group from which the officer was elected, at a specially called meeting.
- D. The Officer will be recalled if a 2/3 (two-thirds) majority of the voting members approve the recall in a secret ballot election at a General Membership meeting.
- E. If the recall succeeds, the vacancy will be filled as specified in Article 9.

Article 10 – Vacancies

Section 1. In case of a recall, or if any officer, delegate or committee person fails to discharge the duties of her/his office for 3 (three) consecutive meetings, without an acceptable excuse, the office shall be declared vacant by the Executive Board.

Section 2. Vacancies occurring in any Executive Board position shall be filled by Executive Board appointment if the remainder of the term is less than a year. If the remainder of the term is one year or more, a special election shall be called by the Executive Board. The Executive Board will give at least three weeks notice that a special election shall be held at the next general membership meeting. If there is less than four (4) months remaining in a term of office, the Executive Board shall decide whether to appoint an interim officer or assume the duties of the vacant office.

Article 11- Stewards

Section 1. The ILWU Local 5 Executive Board or designee shall officially appoint stewards for each Bargaining Unit as specified in the Article. There is no limitation on the number of stewards for each Bargaining Unit.

Section 2. A solicitation for members to become Stewards will be announced at every Bargaining Unit and General Membership meeting. Those who volunteer to become stewards must meet the qualifications for stewards in Article 11 Section 3 of the ILWU Local 5 constitution.

Section 3. All Stewards must be ILWU Local 5 members in good standing.

Before being appointed as a Steward, volunteers must attend at least one training session approved by the Chief Steward before they are authorized to act as Stewards. In addition to the training session described above, Stewards (in the Portland Metropolitan Area only, for Bargaining Units outside this area, Article 6 Section e shall apply) must attend either, two Steward Council Meetings during each calendar year, or attend at least one training session approved by the Chief Steward per calendar year. The Chief Steward shall keep records of attendance of Steward Council Meetings, and /or who has received such training. The Chief Steward shall inform the Executive Board of any Stewards who are within two months of not meeting the requirement stipulated above, and it shall be up to the Executive Board to make any final decision regarding the suspension or revocation of Stewards for violation of this requirement. Newly trained Stewards shall be authorized to act as Stewards after the company has been notified in writing.

Section 4. Stewards shall represent the Union on the job in determining that all provisions of the Contract are in full force and effect. It is the Steward's duty to communicate with new members and existing members regarding union activities and to encourage members to participate in union events and activities. Stewards shall endeavor at all times to create better working conditions, take up grievances on the job, and in cases of necessity call upon other Stewards or the Union Representative for assistance.

Section 5. The Chief Steward will record all Steward's contact information and work information and keep a current list of Stewards. The Chief Steward shall provide this list to management as specified under relevant collective bargaining agreements.

Section 6. Once a Steward is appointed to their office by the ILWU Local 5 Executive Board or designee, they may have their position revoked in the following circumstances: 1). Resignation; 2). Recall; or 3). They are no longer a member in good standing. In the circumstance of resignation, any Steward wishing to declare their resignation must inform the Chief Steward. The Chief Steward shall immediately notify the company of the Steward's resignation. In the circumstance of recall, Article 9 shall apply. In the circumstance where a steward is no longer a member in good standing, they will be given one (1) month notification to be in good standing. If they do not become a member in good standing by the end of one (1) month, the Chief Steward shall immediately notify the company that the individual is no longer a representative of ILWU Local 5. At such time when the individual becomes a member in good standing, this action may be reversed.

Article 12 - Steward's Council and Arbitration

Section 1. The Stewards shall meet monthly, as a Stewards' Council, to discuss and report on the union and steward matters at their work areas and throughout the Local. The meetings shall be set and facilitated by the Chief Steward or designee. The stewards shall discuss impending grievances and those grievances moving towards Arbitration as well as play a key role in any internal organizing activities.

Section 2. The Stewards' Council shall recommend to the Executive Board, which grievances should continue through arbitration. The Chief Steward shall present these recommendations to the Executive Board for their decision.

Section 3. The Grievant may appeal the Executive Board's decision by submitting a letter to the Executive Board, subject to any time limits set forth in her/his collective bargaining agreement.

Article 13 - Meetings

Section 1. A quorum for a General Membership meeting shall be five percent (5%) of the membership.

Section 2. For a General Membership meeting to take binding action by resolution from the floor, at least 10% of the members in good standing must be in attendance.

Section 3. General Membership meetings of Local 5 shall be held monthly. They will be at 6:30 p.m. on the third Tuesday of every month. General Membership meetings shall be held in the ILWU Local 5 hall. In the event there is an extraordinary conflict of schedule, General Membership meetings may be rescheduled or relocated by the Executive Board or General Membership.

Section 4. Special meetings may be called by the President, the Executive Board, or by a petition filed with the President and signed by ten (10%) of the members of Local 5 provided at least seven (7) days notice of the meeting is given.

Section 5. Robert's Rules of Order, Revised shall be the guide in all cases to which are applicable, and in which they are not inconsistent with this Constitution.

Article 14- Committees

Each chairperson of a standing committee shall be appointed by the Executive Board. All other members shall participate on a voluntary basis

to assist in both ongoing and singular committees tasks. The Executive Board shall solicit volunteers for ad-hoc committees as needed. The committees are as follows:

Appointed Committees

Activities Committee
Organizing Committee
Communications Committee
Community Outreach Committee

Elected Committees

Elections Committee

All committee participants must be members in good standing. Elections for Elected Committees shall be held every two (2) years in accordance with Article 8.

Article 15- Delegates

Section 1. Delegates to affiliate organizations

ILWU Local 5 shall elect delegates to labor and community organizations with which the Local is affiliated. For delegates to affiliate organizations, the length of term for such delegates shall be determined by each affiliate organization's policy regarding delegates. If no term limits exist, the ILWU Local 5 Executive Board shall determine the term of the delegate. Terms for delegates to affiliate organizations shall not exceed two-year terms. Delegate candidates must be members in good standing. Elections for delegates to affiliate organizations shall be conducted by secret ballot at a General Membership meeting. No less than 2 weeks notice of such elections shall be given to the membership. If a Local 5 member is unable to attend the General Membership meeting but wishes to be considered a candidate, that member must notify the Union Representative or designee in writing of their intent to be considered for the position at least twenty-four (24) hours before the General Membership meeting the vote is to occur. Delegates to affiliate organizations shall be elected by a simple majority of those voting. If there are three (3) or more candidates, a runoff election will occur at the end of the meeting by secret ballot between the top two vote getters.

Section 2. Delegates to Conferences

ILWU Local 5 shall send representatives to labor and other related conferences. The following is the manner in which ILWU Local 5 will decide which conferences to attend, who shall attend, and how the costs and fees of such conferences shall be reimbursed:

ILWU Local 5 Executive Board will decide to which conferences it is appropriate to send an official ILWU Local 5 representative. Candidates

must be members in good standing. Elections for delegates to conferences shall be conducted by secret ballot at a General Membership meeting. No less than 2 weeks notice of such election shall be given to the membership. If a Local 5 member is unable to attend the General Membership meeting but wishes to be considered a candidate, that member must notify the Union Representative or designee in writing of their intent to be considered for the position at least twenty- four (24) hours before the General Membership meeting the vote is to occur. Delegates to conferences shall be elected by a simply majority of those voting. If there are three (3) or more candidates, a runoff election will occur at the end of the meeting by secret ballot between the top two vote getters.

The ILWU Local 5 Executive Board shall have the right to reasonably decide what portion of the delegates expenses will be covered by ILWU Local 5 and the appropriate budget(s) that will be used to cover the amount paid by ILWU Local 5.

In the event ILWU Local 5 receives late notice of a conference and cannot properly solicit the general membership for participation in a conference, the ILWU Local 5 Executive Board shall reserve the right to appoint an ILWU Local 5 member to serve as official representative to such conference.

Any member of ILWU Local 5 may attend any conference on their own time and money. The stipulations in this section shall only apply to the "official" representation of ILWU Local 5 and reimbursement of costs associated with that position.

Article 16- Negotiating Team

Each Negotiating Team will be occupationally and geographically representative of the bargaining unit. The team will be elected at large by members of the bargaining unit. The Elections Committee (Executive Board) will determine the election process. The Negotiating Team shall have the responsibility of determining how to best represent the interests of the bargaining unit they represent. The Negotiating Team, with input from the Executive Board, shall have the right to make bargaining demands and draft proposals based on those interests at the bargaining table. Once a tentative agreement has been reached, the Negotiating Team shall have the right to endorse, not endorse, or remain silent on the proposed contract and ensuing Bargaining Unit vote.

Each ILWU Local 5 labor contract must have the following provisions, which shall be approved by the Executive Board prior to any contract ratification vote by the Bargaining Unit: Recognition of Union and Bargaining Unit; Union Security; Dues Payment; Union Access to Members;

Grievance Procedure; and Employee Lists.

Article 17- Charges and Trials

Section 1. Charges against any member or officer for violation of the Constitution of either this Union or the International Unions' may be brought at any General Membership meeting, and shall be in writing and signed by the member(s) in good standing making the charges. This original document will be filed with the Chief Steward or President of Local 5, who shall present a copy of the same by registered letter to the member or Officer against whom charges are preferred at least fifteen (15) calendar days before she/he shall be tried, and turn over the original charges to the Trial Board.

Section 2. The Trial Board shall be created and composed of the President, Chief Steward, an Executive Board member and two members from the area, store, or unit where the charge has been filed. If the member in question is one of the above stated officials, the Executive Board, excluding the officer in question, shall appoint another Executive Board member to fill the position. The Trial Board shall conduct a hearing and report its findings to the Executive Board prior to the next General membership meeting.

Section 3. The Trial Board shall report its findings at the next regular General membership meeting, and the report shall contain a synopsis of the evidence introduced at the trial, together with its recommendation . If the recommended verdict is guilty, the report shall set forth the proposal of the Trial Board as to the punishment to be imposed. Upon receiving the report of the Trial Board and after due considerations thereof, the question of the guilt or innocence of the accused shall be submitted to a vote.

If the verdict is guilty by a majority vote of those voting, then the questions of accepting or rejecting the recommendations of the Trial Board as to the punishment of the accused shall be submitted to a vote of those members present.

Section 4. Any member or officer may appeal the decision of the Local to the International, as specified in the ILWU Constitution.

Article 18 - Decision Making

Section 1. Whenever any question of interpretation of this Constitution arises, it shall be submitted to the Executive Board, whose interpretation shall be binding, pending any appeal as herein provided for. The Executive Board's announcement of a constitutional interpretation shall be made at

the next General membership meeting. Any ILWU Local 5 member in good standing can appeal this decision at either of the next two (2) Membership meetings, provided that the intent to appeal must be delivered to the Executive Board at least two (2) weeks prior to the meeting. The appealing member shall present the arguments at said meeting and a majority vote of the ILWU Local 5 members in good standing who are present at the meeting shall determine the correct interpretation.

Section 2. The ILWU Local 5 Executive Board shall have the right to write and implement policies for the daily operation and well being of Local 5 provided that those policies are consistent with the ILWU International constitution, ILWU Local 5 constitution, and governmental laws or regulations. Upon request, all policies shall be available to any Local 5 member in good standing.

The ILWU Local 5 Executive Board shall have the right to determine the Local's ability and/or need to organize additional bargaining units into Local 5. The ILWU Local 5 Executive Board shall have the responsibility of ensuring the added bargaining units will receive full support and representation needed from the Local. Furthermore, the ILWU Local 5 Executive Board shall ensure that existing bargaining units will not suffer a significant reduction of support or representation from the decision to make such additions.

Any decisions or acts made under Article 18, Section 2 of the ILWU Local 5 Constitution shall be announced to the Local 5 membership in the first following ILWU Local 5 newsletter of when such decision or act is made. The only exception to this is any decision regarding external organizing. For external organizing, the Executive Board shall announce the decision only after the external organizing campaign has been made public. Furthermore, the General Membership and/or Bargaining Units may not revoke decisions regarding external organizing. If a member(s) question the Executive Board's discretion regarding the viability of an external organizing campaign, said member(s) shall raise their concerns by following the procedure outline in Article 17 of the ILWU Local 5 Constitution.

If any ILWU Local 5 member in good standing wishes to overturn decisions made under Article 18, Section 2 by the ILWU Local 5 Executive Board, said member shall submit a statement explaining the request for recall of the decision. This statement shall be accompanied with a petition containing at least ten percent (10%) of the names and signatures of ILWU Local 5 members in good standing who support the statement and motion to recall the decision. This statement and petition shall be submitted to the Secretary- Treasurer no more than thirty (30) days after the Executive Board decision in question has been announced to the General

Membership. After the petition signatures have been verified by the Secretary- Treasurer, the General Membership will be informed via the Local's newsletter, that at the next regularly scheduled General Membership meeting, the issue will be discussed and voted on. The Executive Board decision in question will be upheld or revoked by a simple majority of those voting at said meeting.

Section 3. Each Bargaining Unit within ILWU Local 5 shall have the right and responsibility to vote on any and all contracts or contractual changes governing that Bargaining Unit. Any change in a Collective Bargaining Agreement must be brought to the appropriate Bargaining Unit for a vote. The vote shall be in accordance with Article 18 section 5. A designee from the Executive Board will present the decision of the Bargaining Unit to the Company. Any agreement to modify an existing contract must be signed by the ILWU Local 5 President or designee only after the Bargaining Unit has directed the Executive Board, through the vote, to do so. Any agreement to change a contract that is made without a Bargaining Unit vote is an unofficial change and not recognized by ILWU Local 5.

Each Bargaining Unit within ILWU Local 5 shall have the right and responsibility to vote on any and all strike authorizations affecting that Bargaining Unit. The vote shall be in accordance with Article 18 section 5. The bargaining unit shall be contacted with the decision by the Elections Committee within 72 hours after the completion of the vote.

Each Bargaining Unit within ILWU Local 5 shall have the right and responsibility to elect and/or recall their own Bargaining Unit Representative, or other Union Representatives. Article 8 shall apply for any action taken to elect a representative of ILWU Local 5. Article 9 shall apply for any action taken to recall a representative of ILWU Local 5. Stewards are volunteer representative positions and for recall, Article 8 shall apply.

Section 4. The General Membership of ILWU Local 5 shall have the right to make final and binding decisions on any and all of the following topics: ILWU Local 5 Officer Elections; ILWU Local 5 Officer Recall; ILWU Local 5 Budget; Nullification of any Executive Board Decisions; and Constitutional Changes. For decisions regarding ILWU Local 5 Officer Elections, Article 8 shall apply. For decisions regarding ILWU Local 5 Officer Recall, Article 9 shall apply. For decisions regarding ILWU Local 5 Budget, Article 18 section 5 shall apply. For decisions regarding the nullification of any Executive Board Decisions, Article 18 section 2 shall apply. For decisions regarding Constitutional Changes, Article 18 section 6 and 7 shall apply. Any and all decisions made under Article 18 section 4 are final and binding.

Section 5. Mail at home elections shall be conducted in the following way and in accordance with Article 8 Section 1: to be eligible for mail at home voting, one must be an ILWU Local 5 member in good standing. Each eligible member will receive a ballot at the home address they have provided to their employer. Eligible members will have no less than 2 weeks to vote and return their ballot to whatever mail drop location the Elections Committee deems secure. There is not a minimum quorum in order for a vote to be binding. If the vote was not done in accordance with the applicable constitutional provisions, a revote will be immediately scheduled to take place within thirty (30) days and the revote shall be in accordance with all applicable constitutional provisions.

Section 6. A proposed amendment to this Constitution may be introduced by the Executive Board, or by a petition containing the proposed amendment, which has been signed by at least ten percent (10%) of the membership in good standing. Such petition must be presented to the Executive Board before it can be considered by the members. At the next membership meeting, the Executive Board shall include the proposed amendment in its minutes to be read and discussed. There can be no vote on the subject of the amendment at that meeting, but it shall be held over until the succeeding membership meeting.

Section 7. The meeting notice for the succeeding meeting shall contain a statement informing the members of the nature of the proposed amendment and that further discussion and voting will take place at said meeting. Members living outside of Multnomah, Clackamas and Washington Counties in Oregon, and Clark County in Washington, shall receive mail ballots on the constitutional amendments, which shall be mailed two (2) weeks prior to the membership meeting. Ballots must be returned to the Union office no later than 5:00 PM the day preceding the general membership meeting. Absentee ballots shall be available if requested in person at the Union Office, or by written request in case of valid disability. Absentee and mail ballots, plus secret ballots voted at the membership meeting(s), shall be counted and tabulated at the conclusion of the membership meeting(s). A vote of the majority of the members voting shall be sufficient to constitute acceptance or rejection of the proposed amendment to this Constitution.

Article 19- Bylaws

Members in good standing may move to amend the Bylaws at any General Membership meeting. If said motion passes, notification of the proposed change will be posted on all bulletin boards at least two (2) weeks prior to the next General Membership meeting. The proposed amendment may be ratified at said meeting by a simple majority of those voting.

Bylaws of the International Longshore and Warehouse Union Local 5

Article 1 - Division of Powell's Bargaining Unit Representatives

Powell's Books shall be divided into the following representational areas:

- a. Airport, Beaverton, Cook Book, Hawthorne
- b. Burnside
- c. Corporate, Technical and Travel
- d. Hoyt, Internet, and Shipping

Article 2 - Division of Stewards at Powell's Books

Section 1. Stewards at Powell's Books shall be elected from the following work areas:

- a. Airport
- b. Beaverton
- c. Burnside
- d. Corporate
- e. Hawthorne and Cookbook
- f. Hoyt
- g. Internet and Shipping
- h. Technical and Travel

Section 2. The Chief Steward shall work with non- Burnside worksites in determining the election process. Burnside stewards will be elected at a special meeting.

Article 3 – Union Representative's Salary

The initial salary of the Union Representative shall be \$2250 per month and benefits.

Article 4 - Powell's Books Contract Committees

Section 1. The Labor/Management Committee shall be appointed by the Executive Board.

Section 2. Members of the Grievance Committee shall be selected by the Chief Steward in consultation with the Stewards' Council.

Section 3. The Compensation Committee shall be elected at large by members in good standing.