

BYLAWS

OF

LOCAL UNION 2088

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

COCOA BEACH, FLORIDA

Approved: August 25, 2011

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 2088** of the **International Brotherhood of Electrical Workers, Cocoa Beach, Florida**. Local 2088 shall have jurisdiction over **Utility, Professionals, Engineers and Technicians, Telephone, and Maintenance** work as defined in Article XXVI, Sections 4, 6, and 8 of the IBEW Constitution when performed as follows:

(a) **Utility** work when performed by employees of:

City of New Smyrna Beach Utilities Commission

(b) **Professionals, Engineers and Technicians** when performing the installation, maintenance and operation of all instrumentation and launch support systems including communications systems when performed at the Air Force Eastern Range at Patrick Air Force Base, Cape Canaveral Air Station, John F. Kennedy Space Center (NASA), other Florida Mainland Satellite locations.

(c) **Telephone:** Inside and Outside Plant Telephone work, including Installation, Maintenance and Operation when performed:

(1) At the Air Force Eastern Range at Patrick Air Force Base, Cape Canaveral Air Station, Air Force Down Range locations, John F. Kennedy Space Center (NASA) and other Florida Mainland Satellite locations.

(2) Walt Disney Resort Call Center and Walt Disney World Telecommunications Services.

(d) **Maintenance and Operations** work when performed by employees of:

The Naval Radio Transmitting and Receiving Facility(s), Monroe County, Florida.

(e) **Aerostat Systems** work when performed at the Air Force Eastern Range at Patrick Air Force Base, Cape Canaveral Air Station, John F. Kennedy Space Center (NASA) and other Florida Mainland Satellite locations.

(f) **Technical, Supply, Maintenance and Janitorial** employees when involved in the installation, maintenance and operation on the Naval Computer and Telecommunications Station, Puerto Rico and other Puerto Rican Satellite locations.

(g) **Technicians and Operators**, at the TSCOMM-NCTS-NASJAX, Jacksonville, Florida.

However, the right of the International President to change this jurisdiction is recognized as provided for 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 2088 shall cover the "A" and "BA" types of membership.

ARTICLE II

Meetings

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

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

Sec. 3. Meetings or conferences of any individual work group for the purpose of discussing problems of such group may be called by authorization of the Business Manager. Any action desired by such group shall be subject to approval of the Local Union as provided in the IBEW Constitution. Authorization by the Business Manager for such meeting shall be in writing.

Sec. 4. A roll call of officers, and Executive Board members shall be made at each Local Union meeting, and a roll call at each Executive Board meeting, and the attendance of each recorded.

ARTICLE III

Officers - Elections - Duties

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

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

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

Sec. 4. (a) At the meeting of the Local Union when nominations are made, after nominations have closed, 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.

(b) After nominations have been made and those nominated are found to be qualified, the Election Board shall have ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the IBEW Constitution. Such ballots shall not contain any identifying numbers or marks.

(c) All voting shall be by mail ballot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 6. The **Executive Board** shall consist of **nine (9)** elective members.

Sec. 7. (a) Nominations for officers shall be held in **May 2013**, and election of officers shall be held in **June 2013 and every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list

of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required.

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

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

(d) No member shall be eligible for office unless he/she has been a member of Local Union 2088 in continuous good standing for at least two (2) years immediately prior to nomination.

ARTICLE IV

Executive Board

Sec. 1. The duties of this 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 Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for Board consideration.

Sec. 3. Special meetings of the Board may be called by its Chairman or the Business Manager. Suitable notice shall be given Board members of any special meeting.

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

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union at such time and place as it shall decide, but it shall make every reasonable effort not to schedule such meetings within seven (7) days of the regular Local Union meeting. When decided, the Local Union shall be advised of the date - also of any changes.

Sec. 6. A quorum of the Board shall consist of a majority of its members.

Sec. 7. The Board shall submit a report of its actions, findings, and recommendations to each regular meeting of the Local Union for approval in accordance with Article XVII of the IBEW Constitution.

Sec. 8. When requested by the Business Manager, the President shall appoint the Executive Board to sit as a grievance committee to decide the merits of any grievance before it's being appealed to arbitration.

ARTICLE V

Business Manager

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

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

Sec. 3. Unless otherwise provided for in the IBEW Constitution or these bylaws, it is understood that the Business Manager has the general responsibility of authorizing release time and conducting the business of the Local Union.

Sec. 4. The Business Manager is the recognized Local Union representative in dealing with employers. He is responsible for enforcement of all terms of the Collective Bargaining Agreement. He shall be appointed to serve as a permanent member of the Local Union negotiating committee. It is in the best interest of the Local Union that the President consult with the Business Manager on all appointments of committees.

Sec. 5. The Business Manager is responsible for representing all members of the Local Union and all employees within the appropriate bargaining unit. He is charged with enforcement of all terms of the Collective Bargaining Agreement and should make every effort to establish friendly relations with the employers. He should investigate and resolve all grievances or disputes promptly or cause same to be done through the appointment of competent stewards.

ARTICLE VI

Salaries

Sec. 1. Salaries shall be as follows:

Business Manager/ Financial Secretary	a weekly salary equal to 110% times the highest straight-time weekly rate in any current collective bargaining agreement represented by this Local Union.
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Assistant Business Manager	a weekly salary equal to eighty- three (83) percent of the Business Manager's weekly salary.
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Sec. 2. Should any two (2) offices be combined, then the officer shall receive the salary of only one (1) office, whichever is the higher.

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

Sec. 4. The Local Union shall reimburse any officer or member for all authorized lost earnings and expenses because of attendance to Union business provided that an itemized account be reported to the Local Union.

Sec. 5. Any member of this Local Union will be paid mileage and meals, less what the member would incur in a normal workday. An evening meal will be reimbursed if the meeting runs past the normal dinner hour i.e., 6:00 p.m. A meal allowance, for meals, and a mileage allowance, for use of his/her personal auto, shall be reimbursed at the rate specified in the most current Joint Federal Travel Regulations (JTR).

Sec. 6. The Local Union shall provide the Business Manager and Assistant Business Manager(s) with the same benefits as detailed in the collective bargaining agreement they were covered under when they went on leave of absence to work full-time for the Local Union and shall include all subsequent changes to their collective bargaining agreement as they are negotiated.

Sec. 7. Any officer or member of this Local Union shall be reimbursed for actual hotel expenses incurred in behalf of the Local Union. Such expenses are subject to review by the Local Union Executive Board.

ARTICLE VII

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

ARTICLE VIII

Stewards

Sec. 1. Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to his/her authority. The Business Manager may remove any Steward, as such, at any time. Stewards may be recommended by their respective departments or work sections, but they are still subject to the Business Managers appointment and authority.

Sec. 2. Duties of Stewards shall be:

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

(b) To see that Union membership is encouraged and all workers at their respective shop membership status is correct.

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

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

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

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

Sec. 4. Stewards shall attend all Local Union General meetings unless excused.

ARTICLE IX

Assessments - Admission Fees - Dues

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

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

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

Sec. 3. The **admission fee** shall be:

(a) All classifications The admission fee shall be in an amount equivalent to the monthly dues for the type of membership for which application is made. One-half of this amount shall be forwarded to the International Office.

(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 thirty percent (30%) 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 XXI of the IBEW Constitution.

Sec. 5. Dues shall be payable monthly in advance.

Sec. 6. The **monthly dues** shall be:

(a) **"A" and "BA" Members**

All classifications – Each member working within the jurisdiction of Local 2088 shall pay Local Union dues based on his/her hourly rate as listed in the following schedule, based on wages in any current Collective Bargaining Agreement of this Local Union. Dues will be adjusted the month following any change in hourly rate in accordance with the schedule below.

IBEW LOCAL 2088 DUES STRUCTURE				
HOURLY RATE RANGE:				LOCAL UNION PORTION
\$8.51	THROUGH	\$9.00		\$8.00
\$9.01	THROUGH	\$9.50		\$9.25
\$9.51	THROUGH	\$10.00		\$10.25
\$10.01	THROUGH	\$10.50		\$11.50
\$10.51	THROUGH	\$11.00		\$12.75
\$11.01	THROUGH	\$11.50		\$14.00
\$11.51	THROUGH	\$12.00		\$15.25
\$12.01	THROUGH	\$12.50		\$16.50
\$12.51	THROUGH	\$13.00		\$17.50
\$13.01	THROUGH	\$13.50		\$18.75
\$13.51	THROUGH	\$14.00		\$20.00
\$14.01	THROUGH	\$14.50		\$21.25
\$14.51	THROUGH	\$15.00		\$22.50
\$15.01	THROUGH	\$15.50		\$23.75
\$15.51	THROUGH	\$16.00		\$24.75
\$16.01	THROUGH	\$16.50		\$26.00
\$16.51	THROUGH	\$17.00		\$27.25
\$17.01	THROUGH	\$17.50		\$28.50
\$17.51	THROUGH	\$18.00		\$29.75
\$18.01	THROUGH	\$18.50		\$31.00
\$18.51	THROUGH	\$19.00		\$32.00
\$19.01	THROUGH	\$19.50		\$33.25
\$19.51	THROUGH	\$20.00		\$34.50
\$20.01	THROUGH	\$20.50		\$35.75
\$20.51	THROUGH	\$21.00		\$37.00
\$21.01	THROUGH	\$21.50		\$38.25
\$21.51	THROUGH	\$22.00		\$39.25
\$22.01	THROUGH	\$22.50		\$40.50
\$22.51	THROUGH	\$23.00		\$41.75
\$23.01	THROUGH	\$23.50		\$43.00
\$23.51	THROUGH	\$24.00		\$44.25
\$24.01	THROUGH	\$24.50		\$45.50
\$24.51	THROUGH	\$25.00		\$46.50
\$25.01	THROUGH	\$25.50		\$47.75
\$25.51	THROUGH	\$26.00		\$49.00

IBEW LOCAL 2088 DUES STRUCTURE				
HOURLY RATE RANGE:				LOCAL UNION PORTION
\$26.01	THROUGH	\$26.50		\$50.25
\$26.51	THROUGH	\$27.00		\$51.50
\$27.01	THROUGH	\$27.50		\$52.75
\$27.51	THROUGH	\$28.00		\$53.75
\$28.01	THROUGH	\$28.50		\$55.00
\$28.51	THROUGH	\$29.00		\$56.25
\$29.01	THROUGH	\$29.50		\$57.50
\$29.51	THROUGH	\$30.00		\$58.75
\$30.01	THROUGH	\$30.50		\$60.00
\$30.51	THROUGH	\$31.00		\$61.25
\$31.01	THROUGH	\$31.50		\$62.25
\$31.51	THROUGH	\$32.00		\$63.50
\$32.01	THROUGH	\$32.50		\$64.75
\$32.51	THROUGH	\$33.00		\$66.00
\$33.01	THROUGH	\$33.50		\$67.25
\$33.51	THROUGH	\$34.00		\$68.50
\$34.01	THROUGH	\$34.50		\$69.50
\$34.51	THROUGH	\$35.00		\$70.75
\$35.01	THROUGH	\$35.50		\$72.00
\$35.51	THROUGH	\$36.00		\$73.25
\$36.01	THROUGH	\$36.50		\$74.50
\$36.51	THROUGH	\$37.00		\$75.75
\$37.01	THROUGH	\$37.50		\$76.75
\$37.51	THROUGH	\$38.00		\$78.00
\$38.01	THROUGH	\$38.50		\$79.25
\$38.51	THROUGH	\$39.00		\$80.50
\$39.01	THROUGH	\$39.50		\$81.75
\$39.51	THROUGH	\$40.00		\$83.00
\$40.01	THROUGH	\$40.50		\$84.00
\$40.51	THROUGH	\$41.00		\$85.25
\$41.01	THROUGH	\$41.50		\$86.50

IBEW LOCAL 2088 DUES STRUCTURE				
HOURLY RATE RANGE:				LOCAL UNION PORTION
\$41.51	THROUGH	\$42.00		\$87.75
\$42.01	THROUGH	\$42.50		\$89.00
\$42.51	THROUGH	\$43.00		\$90.25
\$43.01	THROUGH	\$43.50		\$91.25
\$43.51	THROUGH	\$44.00		\$92.50
\$44.01	THROUGH	\$44.50		\$93.75
\$44.51	THROUGH	\$45.00		\$95.00

And thereafter for each \$0.50 (50 cents) increase in hourly rate, the Local Union portion shall increase \$1.25.

(b) Applicable International Per Capita payments and all assessments (including the prevailing AFLCIO-CLC Per Capita rate for Florida) shall be paid in addition to the above dues.

(c) Unemployed members and members working outside the jurisdiction of Local 2088 shall pay \$4.00 plus the International payments provided for in (b) above.

ARTICLE X

Funds

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

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

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

Sec. 4. The Auditing Committee shall appear at the regular meeting following the audit and read the audit report in person.

ARTICLE XI

Admission of Members

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

ARTICLE XII

Units

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

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

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

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

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. 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.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 11. The following **Units** are hereby established in the jurisdiction of Local Union 2088:

2088.1 Members of all employers regularly assigned to work in Brevard County Florida.

2088.2 Members regularly assigned to the USNS Observation Island.

2088.3 Members regularly assigned to the area of Monroe County, Florida.

2088.4 Members employed by Telecommunications Walt Disney Company

2088.5 Members regularly assigned in Puerto Rico.

2088.6 Members employed by New Smyrna Beach Utilities Commission.

2088.7 Members regularly assigned to Jonathan Dickinson Missile Test Annex.

2088.8 Members employed by TSCOMM-NCTS-NASJAC, Jacksonville, Florida
2088.9 Members regularly assigned to the USNS Invincible

Sec. 12. The Local Union may dispense with the Executive Committee as provided for in Section 1 of this article where it is found that the Executive Committee is not needed in a Unit. Such action shall follow the recommendation of the Executive Board and the Business Manager after they have made an investigation of the needs in a particular Unit.

ARTICLE XIII

General Laws

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

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

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

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

Sec. 4. Each member shall keep the Financial Secretary informed of their correct address. The Financial Secretary, in turn, shall notify the International Secretary.

Sec. 5. The parliamentary rules of this Local Union shall be those stated in Article XV of the IBEW Constitution.

Sec. 6. 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. 7. Words in these bylaws in the masculine gender shall include the feminine.

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. Members shall show their membership cards or receipts upon request of the President or Steward and to the Door Foremen to gain admittance to regular meetings of the Local IBEW Local Union 2088 Bylaws

Approved: August 25, 2011

Union. No member whose dues are in arrears shall be admitted to meetings or activities of the Local.

Sec. 10. The Local Union is authorized to spend a reasonable sum as determined by the Executive Board for a suitable tribute of a member, his/her spouse or children. A committee may also be selected to extend the sympathy of the Local Union to the family of any deceased member.

Sec. 11. The Local Union is authorized to spend a reasonable sum, as determined by the Executive Board, for a suitable tribute of a member with greater than 30 years IBEW membership who retires from a workforce this local has jurisdiction over and who is no longer a member of this Local.

ARTICLE XIV

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 Local Union or Unit regular 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 of the Local Union and the Units of the Local Union. Voting for acceptance or rejection of same shall be at the second regular meeting of each Unit. 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 increased 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. The secret ballots, together with the voters list showing those who voted, shall be forwarded to the Executive Board who shall combine the unopened ballots prior to the counting of the total vote.

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 2088

RECORD OF AMENDMENTS

District: Fifth

Location: Cocoa Beach, Florida

Bylaws Retyped in Entirety: September 18, 1990

DATE ARTICLES AND SECTIONS AMENDED

- 12/9/97 Article I, Section 1(a, b, d, & e), Article II, Section 4, Article III, Section 7(a) amended. Article 5, Sections 4 and 5 added. Article VI, Sections 5 and 6; Article VII, Section 1; Article VIII, Section 1 amended, Section 4 added; Article IX, Section 3(b) and Section 4; Article X, Section 1; Article XI, Section 1; Article XII, Section 11; Article XIII, Section 5 amended.

- 12/11/00 Article IX, Sec. 6(a) amended.
- 6/24/03 Article VI, Sec. 1 amended.
- 1/25/08 Updated Constitutional Articles. Art. I, Sec. 1b, subsection 1 & 2, & 1f amended; Art. I, Sec 1g added; Art. III, Sec. 4h & 7a amended; Art. IV, Sec. 5 amended; Art. VI, sec. 1, & 5 amended; Art. VII, Sec. 1 & 3 amended; Art. VIII, Sec. 2b amended; Art. IX, Sec. 2, 6a subsection 2, & 6b amended; Art. X, Sec. 3 amended; Art. XII, Sec. 5 & 11 amended; Art. XIII, Sec. 11 added.

- 8/25/11 Art. VI, Sec. 1; Art. IX, Sec. 6; Art. XIII, Sec. 11 amended.