

BYLAWS

OF

LOCAL UNION 602

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

AMARILLO, TEXAS

APPROVED: January 13, 2016

ORDER OF BUSINESS

1. Opening.
2. Roll Call of Officers and Reading of Minutes.
3. Communications and Bills.
4. Reports of Executive Board and Officers.
5. Propositions for Membership.
6. Reports on Candidates.
7. Balloting or Voting on Candidates.
8. Obligations of Candidates.
9. Reports of Delegates and Committees.
10. Reports of Accidents, Sickness or Death of Members.
11. Roll Call of Members.
12. Unfinished Business.
13. New Business. (Under this heading 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 602** of the International Brotherhood of Electrical Workers, **Amarillo, Texas**. Local 602 shall have jurisdiction over all **Outside, Utility and Inside work** as defined in Article XXVII, Sections 4, 5, and 6 of the IBEW Constitution as follows:

(a) **Outside (Commercial and Industrial) and Inside work** when performed in the following areas:

State of Oklahoma - Counties

Beaver Cimarron Texas

State of Texas - Counties

Andrews	Dickens	Jeff Davis	Potter
Armstrong	Donley	Kent	Presidio
Bailey	Ector	Lamb	Randall
Borden	Fisher	Loving	Reagan
Brewster	Floyd	Lubbock	Reeves
Briscoe	Gaines	Lynn	Roberts
Carson	Garza	Martin	Scurry
Castro	Glasscock	Midland	Sherman
Cochran	Gray	Mitchell	Swisher
Collingsworth	Hale	Moore	Terrell
Crane	Hansford	Motley	Terry
Crockett 1/	Hartley	Ochiltree	Upton
Crosby	Hemphill	Oldham	Ward
Dallam	Hockley	Parmer	Winkler
Dawson	Howard	Pecos	Wheeler
Deaf Smith	Hutchinson	Lipscomb	Yoakum

1/ that portion West of Howard Creek

(b) **Outside (Utilities, Telephone and CATV) Electrical work** when performed by employees of contractors on the properties of all companies whose headquarters are located in the territorial jurisdiction of Local Union 602 as provided in (a) above.

(c) **Outside work** when performed by employees of:

Southwestern Public Service Company/Excel Energy

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

Southwestern Public Service Company/Xcel Energy and Coal Handlers

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

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

Sec. 3. Local Union 602 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 electronic media, mail, leaflets, in the Union newspaper, or on accessible bulletin boards) of any special meeting.

No business shall be transacted at any special meeting except that for which it has been called.

ARTICLE III
Officers - Elections – Duties

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

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

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

Sec. 4. (a) The officers shall be those provided for in Article XVI of the IBEW Constitution.

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

Sec. 5. The Executive Board shall consist of the President and 3 elected members from Utility and 3 elected members from Inside Construction and 1 member from PANTEX, and 1 member from ASARCO.

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

Sec. 7. (a) Nominations for officers shall be held in **May 2017** and election of officers shall be held in **June 2017 and every 3 years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years.

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

(e) No member shall be eligible for office unless he/she has been a member of Local Union 602 in continuous good standing for at least two (2) years immediately prior to nomination.

(f) No apprentice shall be eligible to hold office in the Local Union, except that a member who was previously eligible to hold office in the Local Union shall remain eligible if he/she entered an apprenticeship program for the purpose of upgrading his/her classification.

Sec 8. (a) The election of officers shall be conducted by mail ballot. The Executive Board Shall decide the date for the mailing of the ballots, the last day on which ballots will be received, the date, time, and place when the ballots will be counted and similar information in the event a run-off election is necessary. This information shall be included in the notice of the nominations meeting and in the ballot package sent to the members.

(b) The Executive Board may appoint an individual to perform certain tasks, including but not limited to procuring restricted post office boxes, mail permits, or an outside impartial balloting company, prior to the nominations meeting. All disbursements related to these tasks shall be processed in accordance with the IBEW Constitution and these bylaws. Once the Election Judge is appointed, such individual shall inform the Election Judge of all advanced tasks performed and shall immediately turn over to the Election Judge all records, receipts, post office boxes, etc. for further processing.

Sec. 8. (c) 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.

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

If the Local Union retains an impartial outside balloting company to assist and/or conduct the mail ballot election, the Election Judge may, with the approval of the Local Union, authorize the outside balloting company to perform the tasks of printing, mailing, receiving, tabulating and/or counting the ballots.

(e) Any candidate for office, or an IBEW member designated by the candidate as an observer, may be present at the preparation and mailing of ballot packages, the ballot pickup and the counting of the ballots.

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

(g) If not already arranged, the Election Judge shall select 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 Election Judge shall see that the address of such depository is placed on the preaddressed envelopes.

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

(i) 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.

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

(k) No envelope received later than the time and date set by the Executive Board in the notice of the election shall be opened or counted by the Election Board. The Election Judge may extend the time for the receipt of ballots in the event of an extraordinary event beyond the control of the Local Union.

(l) Prior to the counting of the ballots, the Election Board shall verify voter eligibility by comparing the return ballot envelopes to the voter eligibility list. A ballot challenged by either the Election Board, a candidate, or a candidate's observer shall be set aside. Before removing the official ballot envelopes from the return ballot envelopes, the Election Judge shall attempt to resolve the challenged ballots, recording all decisions in writing. Unresolved challenged ballots shall be set aside and not counted unless such ballots are deemed determinative of the outcome of the election.

(m) The Election Board shall count the ballots or have an outside impartial balloting company count the ballots in the presence of the Election Board. The Election Board shall remove or cause the removal of the smaller envelope marked OFFICIAL BALLOT from the larger envelope. The OFFICIAL BALLOT envelopes shall then be mixed together to preserve ballot secrecy. The ballots shall then be removed from the OFFICIAL BALLOT envelopes and tabulated. If the challenged ballots are not determinative, the Election Judge shall certify the results in writing to the Executive Board immediately after the ballots have been counted. If the challenged ballots are determinative, the Election Judge shall, as soon as possible but no later than five (5) days from the counting of the ballots, investigate and rule upon the challenges. All challenged ballots determined to be eligible shall then be counted, and the Election Judge shall certify the results in writing to the Executive Board.

(n) All election records including envelopes and ballots shall be preserved for one (1) year from the date of the election, after which they shall be destroyed unless a question has arisen in connection with the election.

(o) The Election Judge shall have the authority to establish additional procedures and safeguards not inconsistent with the above rules and in conformance with the conduct of a fair election and applicable law. The Election Judge shall also have full authority to make rulings and decisions concerning disputes, controversies or unexpected occurrences that might arise in order to assure a fair and orderly election process. These rulings or decisions shall not conflict with any provisions in the IBEW Constitution or these bylaws.

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

ARTICLE IV
Executive Board

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

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

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

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

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union.

ARTICLE V
Examining Board

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

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

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

ARTICLE VI
Business Manager

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

Sec. 2. The Business Manager shall report to the Executive Board and the Local Union when called upon, or when 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 Where the local union requires assistants and/or representatives, the Business Manager has sole authority for their appointment. They work under the direction of the Business Manager and are subject to the authority of the Business Manager. They may be removed by the Business Manager at any time. The clerical employees of the local union also work under the direction of the Business Manager and are subject to his/her authority.

ARTICLE VII
Salaries

Sec. 1. Salaries shall be:

President	\$60.00 per month
Vice President	\$30.00 (when presiding at meetings)
Recording Secretary	\$25.00 per month
Treasurer	\$25.00 per month
Executive Board Members	\$25.00 per meeting of the Executive Board attended - payable quarterly.
Business Manager - Financial Secretary	A weekly salary calculated at 40 times 110% of the highest wage classification not requiring a college degree under any Collective Bargaining Agreement in this Local Union.
Assistant Business Manager(s)	A weekly salary equal to 40 times 150% of the highest Journeyman Wireman wage rate. (Effective 7/17/2017)
Utility Representative (Selected from SPS/Excel Energy CBA)	A weekly salary calculated at 40 times the highest wage classification not requiring a college degree under any Collective Bargaining Agreement for SPS/Xcel Energy.
Business Representative(s)*	A weekly salary equal to 40 times 125% of the highest Journeyman Wireman wage rate.

* New Organizers when employed will be compensated Business Representative pay scale as follows: 1st year 70 % of Business Representative, 2nd year 85% of Business Representative, and 3rd year or above at 100% of Business Representative rate. The Business Manager retains the right to place an organizer at a pay rate commensurate with the qualifications and experience of the organizer applicant.

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 Utility Representative, upon request will have the opportunity to be provided the same minimum level of fringe benefits as the members covered by the SPS/Xcel Energy Collective Bargaining Agreement. This includes, but is not limited; paid vacation periods based on SPS/Xcel Energy seniority and available insurance programs for medical, life, vision and dental insurance programs. Upon such fringe benefits not being continued with SPS/Xcel Energy for the Utility Representative, the Business Manager at his discretion may offer similar benefits that are available to all Local Union 602 employees.

Sec. 5. Full-time officers and representatives contained in the bylaws shall, in addition to their salary, receive an amount equal to any bonus payment, lump sum payment, gain share payment, or incentive payment received by the membership when negotiated with the employer. Incentive or gain share payments shall be determined by applying the same percentage received by the members to the salary of the full-time officers and representatives. Lump sum or settlement bonus payments shall be limited to the amount received by the SPS/Xcel Energy Journeyman Lineman.

Sec. 6. The Business Manager, Assistant Business Manager(s), Business Representatives and Clerical Staff shall be entitled to vacation with full pay as follows:

- (a) Less than one year of continuous service:
5/6 of a day for each full month of continuous service.

One year or more continuous service:
2 weeks each year
- (b) Vacation time is not to be accumulative
- (c) Vacation time must be used in order to receive vacation pay

ARTICLE VIII
Committees and Delegates

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

Sec. 2. The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure as set forth in these bylaws and Article II, Section 10 of the IBEW Constitution. The ballot must state that the Local Union Business Manager and Local Union President are also Delegates to the International Convention.

Sec. 3. The Local Union President and Business Manager shall serve as delegates to the International Convention by virtue of their offices.

ARTICLE IX
Stewards

Sec. 1. Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to his/her authority. The Business Manager may remove any Steward, as such, at any time. Recommendations submitted by members may be considered for steward appointments by the Business Manager. Recommendations submitted by SPS/Xcel Energy members for the Utility Representative may be considered by the Business Manager.

Sec. 2. Duties of Stewards shall be:

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

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

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

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

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

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

ARTICLE X
Assessments - Admission Fees - Dues

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

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

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

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

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

(a) "A" Membership	Journeyman	Apprentice	Other
Groundman	---.---	---.---	25.00
Lineman	50.00	25.00	---.---
Equipment Operator	---.---	---.---	25.00
Maintenance Man	50.00	---.---	---.---
Residential Trainee	---.---	---.---	10.00
Residential Wireman	---.---	---.---	25.00
Sign Man	50.00	25.00	25.00
Technician	100.00	---.---	---.---
Wireman	100.00	50.00	---.---
Construction Electrician/ Construction Wireman	---.---	---.---	50.00

(b) **"A" or "BA" Membership**

All other classifications \$ 7.50

(c) Each applicant for "A" membership shall pay an additional \$2.00 to the Pension Benefit Fund upon joining the Local Union.

(d) Approval of these admission fees is given by the International President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by twenty percent (20%) 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. (a) Upon becoming a Journeyman, an Apprentice or Intermediate Journeyman shall pay any difference in admission fee between Journeyman, Apprentice or Intermediate Journeyman prevailing at the time he/she became an apprentice.

(b) Upon becoming a Journeyman, a Construction Wireman/Construction Electrician shall pay any difference in admission fees between Journeyman and Construction Wireman/Construction Electrician prevailing at the time he/she became a Construction Wireman/Construction Electrician.

(c) Upon becoming a Residential Wireman, a Residential Trainee shall pay any difference in admission fees between Residential Wireman and Residential Trainee prevailing at the time he/she became a Residential Trainee.

Sec. 6. Dues and Per Capita are payable monthly in advance.

Sec. 7. The monthly dues shall be:

AMARILLO DIVISION (1)

(a1) "A" Members	Basic Dues		Working Dues
Construction Journeyman and Residential Wireman and Construction Electrician/ Construction Wireman	\$5.50	plus	3½% of gross wages
All other Construction Classifications	\$5.50		NONE
(b1) Utility Classifications			
SPS/Xcel Energy, "A" or "BA" (All SPS/Xcel Energy locations)	1 hour average Journeyman rate Plus \$10.00		NONE
Blackhawk, B & B Solvents and Savage Industries	1 hour average Journeyman rate		NONE

ASARCO:	<u>Basic Dues</u>	<u>Working Dues</u>
January 1, 2016	16.25	NONE
January 1, 2017	17.00	NONE
January 1, 2018	17.75	NONE
January 1, 2019	18.50	NONE

PANTEX:

January 1, 2016	12.50	NONE
January 1, 2017	14.50	NONE
January 1, 2018	16.50	NONE
January 1, 2019	18.50	NONE

LUBBOCK DIVISION (2)

	"A" Members	Basic Dues		Working Dues
(a2)	Construction Journeyman, Residential Wireman & Construction Electrician/ Construction Wireman	\$ 5.50	plus	4% of gross wages
(b2)	"A" and "BA Members			
	All other classifications	\$10.50		NONE

MIDLAND DIVISION (3)

	"A" Members	Basic Dues		Working Dues
(a3)	Construction Journeyman, Residential Wireman, Field Electrical & Construction Electrician/Construction Wireman	\$ 5.50	plus	4% of gross wages
(b3)	"A" and "BA Members			
	All other classifications	\$10.50		NONE

(c) Applicable International per capita and all assessments to be paid in addition to

the above dues.

(d) Unemployed members and members working outside the jurisdiction of Local 602 shall pay Basic Dues only plus the international payments provided for in (c) above.

(e) All members of the IBEW shall pay Working Dues as provided for above when working in the jurisdiction of Local 602.

(f) Basic Dues and international per capita payments are payable monthly in advance.

(g) Working Dues for the preceding month are due and payable no later than the regular meeting night of the month following the period worked.

(h) All members working on Building and Construction Trade jobs and Outside Construction work as employees of Contractors shall maintain type "A" membership.

ARTICLE XI
Funds

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

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

Sec. 3. The President shall appoint an auditing committee of three (3) members (or the President or the Executive Board, as the Local Union decides, shall employ a public accountant) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to see that Local Union moneys turned over to the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending June 30.

Sec. 4. The following funds are hereby established:

General Fund
Death Benefit Fund

ARTICLE XII
Death Benefit

Sec. 1. There is hereby established in Local Union 602 a Death Benefit Plan for the payment of death benefits as provided for in this Article.

Sec. 2. All members of the Construction Branch of the trade shall participate in this plan.

Sec. 3. All members in the Construction Branch shall be assessed \$10.00 for the establishment of this Fund.

Sec. 4. In case of death of a member participating in the Plan, each member of the Construction Branch shall be assessed the sum of \$5.00 for each death and shall be notified in writing of such assessment by the Financial Secretary.

Sec. 5. A member to be eligible for these benefits must pay the initial \$10.00 and all benefits assessments.

Sec. 6. Any member who is 30 days or more delinquent in payment of death assessment, after being notified by mail of such assessment, and death occurs, the beneficiary shall not receive the death benefit payment.

Sec. 7. Any member leaving the jurisdiction of Local Union 602 may continue participation in the Plan by complying with the provisions of this Article, but the period of default for such member shall be extended to 60 days.

Any member transferring their membership to another Local Union shall be dropped from this plan.

Sec. 8. The amount of death benefit payable to the beneficiary of any deceased member - qualified in accordance with this Article shall be a sum equal to the number of participating members multiplied by \$5.00.

Sec. 9. The beneficiary shall be the same as the beneficiary designated by the participating member on the IBEW Pension Benefit Fund certificate, or in cases of participating members of the IBEW-PBF to the beneficiary designated by the member, provided that such beneficiary is designed within the limits as prescribed by the IBEW-PBF Constitution and bylaws.

Sec. 10. In cases where the deceased has no beneficiary designated, the Executive Board of the Local Union shall pay an amount equal to the benefit payment toward the burial expenses of the deceased member, and if the entire benefit payment is not needed for this purpose the balance shall remain in the Death Benefit Fund.

Sec. 11. When the reserve in the Fund reaches an amount sufficient to pay 4 death claims,

then one claim shall be paid from this reserve and the assessment suspended for the one claim and all participating members are to be so notified.

Sec. 12. Claims on this Fund shall only be paid in the amount the Fund is able to satisfy the claims and the members shall not be liable for any amount over and above the assessments set forth in this Plan.

Sec. 13. Should the Local Union decide to terminate the Death Benefit Plan, the termination shall be accomplished by removing the Plan from these bylaws in accordance with the amending provisions contained in these bylaws.

Sec. 14. In such event the money in the Fund at the time shall be transferred to the General Fund. Such decision shall be made at the time action is taken to terminate the Plan.

Sec. 15. Under no circumstance shall any money from any other fund of the Local Union be transferred or used to supplement this Fund.

Sec. 16. The Death Benefit Fund shall be audited in the same manner and at such time as other funds of the Local Union are audited.

Sec. 17. Any member with a Participating Withdrawal Card in accord with Article XXIV, Section 1 of the Constitution and/or Pension in accord with Article XI of the Constitution shall have the choice of participating or not participating in the Local Union Death Benefit. However, their choice must be made within 30 days of withdrawal or retiring by written notice to the Local Union. The time limit specified in Sections 6 and 7 of this Article shall apply to members on Participating Withdrawal Card and Pension who participate in the Local Union Death Benefit Plan.

Sec. 18. This Fund shall be audited at the same time and in the same manner as the other funds of the Local Union.

Sec. 19. This Fund is not maintained under a written trust.

ARTICLE XIII
ELECTRICAL BUILDING CORPORATION OF LOCAL NO. 602
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Sec. 1. A Trust shall be established for the purpose of enabling the Local Union to acquire property, together with real and personal property necessary or incidental thereto. The Trust shall be known as "ELECTRIC BUILDING CORPORATION OF LOCAL NO. 602 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS". The Trustees shall be those persons duly elected or appointed as President, Business Manager of Local Union 602, together with four (4) Executive Board members of Local Union 602. Upon expiration of their term as Local Union officers, or upon their resignation or removal, their duly elected, or appointed, successors shall become Trustees of "ELECTRIC BUILDING CORPORATION OF LOCAL NO. 602 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS". All Trust property shall be held for the use and benefit of the Local Union. A detailed Trust agreement shall be initially prepared and approved by the Executive Board and executed by the President and Business Manager, and shall not thereafter be altered, modified or amended except as provided herein for the amendment of those bylaws.

ARTICLE XIV
Admission of Members

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

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

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

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

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

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

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

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

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

ARTICLE XV
Units

Sec. 1. Unit officers shall be members of their respective Units. Each Unit may have the following officers: Chairman, Vice Chairman, Recorder, and an Executive Committee consisting of the Chairman and four (4) elective members. If the Unit does not have elected officers, the meeting will be conducted by the Business Manager or his representative.

Sec. 2. Unit officers shall be nominated and elected at the regular meeting of each Unit 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. 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 602:

- 602. 1 Amarillo, Nichols, Harrington, Texas Utility
- 602. 2 Dumas, Texas Utility
- 602. 3 Guymon, Oklahoma Utility
- 602. 4 Borger, Texas Utility
- 602. 5 Plainview, Texas Utility
- 602. 6 Jones Station, Lubbock, Texas Utility
- 602. 7 Portales/Clovis, New Mexico Utility
- 602. 8 Plant X, Texas Utility
- 602. 9 System Construction Department, Texas Utility
- 602.10 Littlefield/Levelland, Texas Utility
- 602.11 Asarco, Amarillo, Texas Maintenance
- 602.12 CNS/Pantex, Amarillo, Texas Maintenance
- 602.13 Hobbs, New Mexico Utility
- 602.14 Roswell, New Mexico Utility

- 602.15 Carlsbad, New Mexico Utility
- 602.16 Tusumcari, New Mexico Utility
- 602.17 Artesia, New Mexico Utility 602.18 Tolk Station, Texas Utility
- 602.19 Muleshoe, Texas Utility
- 602.20 Pampa, Texas Utility
- 602.21 Seminole, Texas Utility
- 602.22 Lubbock, Texas Construction
- 602.23 Midland, Texas Construction
- 602.24 Savage-Harrington, Amarillo, Texas Coal-Handlers
- 602.25 Savage-Tolk, Earth, Texas Coal-Handlers

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 XVI

General Laws

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

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

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

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

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

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

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

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

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

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

Sec.10. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Sec. 11. Members shall show their working cards or receipts upon request of the Business Manager, Stewards or any member in good standing.

Sec. 12. Any Members shall not work for less than the prevailing rate of wages for their classification of work unless authorized by the Business Manager.

Sec. 13. (a) All contracts shall be voted on by secret ballot in the respective meeting halls or places designated as such. Any contract affecting 100 or more members shall be by mail ballot only.

(b) The voting shall be done either at the regular meeting or a special meeting called such except as provided for in (a) above.

(c) Each Unit Chairman shall appoint a voting committee consisting of three (3) members who shall supervise and count the votes. The Voting Committee shall send the results as soon as possible to the Local Union Headquarters.

(d) Absentee voting shall be allowed for the following reasons: (1) Serious illness to the member or in the family, (2) Members scheduled to work and stay out of town on day of voting, (3) Members on duty at time of voting.

(e) No other absentee voting shall be allowed.

(f) The President shall appoint a committee to promptly count and certify the balloting.

ARTICLE XVII
Amendments

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

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

(b) Such proposals shall be read at two (2) regular consecutive meetings of all 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.

Sec. 4. In the event that after the International Convention, there are changes to the Article numbers in the International Constitution, the Local Union shall make changes to their bylaws to reflect these changes in the International Constitution. "Only" these Article number changes can be made without a vote of the Local Union.

**LOCAL UNION 602
RECORD OF AMENDMENTS**

District: Seventh

Location: Amarillo, Texas

Bylaws Retyped in Entirety: October 17, 1991

DATE ARTICLES AND SECTIONS AMENDED

- 8/10/93 Updated Constitutional Articles.
- 12/21/95 Article X, Section 6(a) amended.
- 4/3/96 Article X, Section 6(a) amended.
- 6/7/96 Article X, Sections 3(a), 5(a) & 6(a); Article XIV, Section 4(b&d) amended.
- 5/14/97 Article XVII, corrected.
- 4/14/00 Article I, Section 1(a); Article X, Section 6 amended.
- 4/25/00 Article X, Section 6 amended.
- 11/30/00 Article VII, Sec. 1 amended.
- 3/8/02 Updated Constitutional Articles. Article III, Sections 6 and 8; amended;
Article IV, Section 6 deleted; Article VIII, Section 3 amended; Article X,
Section 3(d) deleted, new Section 6 added, other section renumbered,
Section 7(a) amended; Article XII, Section 9; Article XV, Sections 1 and 11;
amended; Article XVII, New Section 4 added.
- 8/29/03 Art. VIII, Sec. 2 amended; Art. X, Sec. 3(c) amended, Art. X, Sec. 7(a)
amended – Amarillo & Lubbock Divisions (deleted 2nd year and thereafter.);
Art. X, Sec. 7(b) – Midland Division amended (deleted SW Public Serv.
Co.); Art. XV, Sec. 11, amended 602.7.
- 2/20/04 Art. X, Sec. 7(b) changed to (c) and a new (b) added.
- 1/13/16 Art. I, Sec. 1(c) amended; Art. I, Sec. 1(d) amended; Art. I, Sec. 2 amended
Art. II, Sec. 2 amended; Art. III, Sec. 4a amended; Art. IV, Sec. 4 amended;
Art. V, Sec. 3 amended; Art. VI, Sec. 3 amended and Sec. 4 deleted; Art. VII,
Sec’s 1, 4, 5, and 6 amended and Sec. 7 deleted. Art. IX, Sec. 1 amended,
Art. X, Sec. 5b, 7(a1, b1, a2, a3, e, g, and i) amended; Art. XIV, Sec. 4 b and
d amended; Art. XV, Sec. 11 amended and Sec. 12 added; and in Art. XVI,
Sec’s 14a – 14f were added.