

BYLAWS

OF

LOCAL UNION 270

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

OAK RIDGE, TENNESSEE

APPROVED: April 9, 2024

ARTICLE I
Name, Jurisdiction, & Objects

Section 1. This Organization shall be known as **Local Union 270** of the International Brotherhood of Electrical Workers, **Oak Ridge, Tennessee**. Local Union **270** shall have jurisdiction over all **Outside and Inside Electrical** work as defined in Article XXVI, Sections 4 and 5, of the *IBEW Constitution* when performed as follows:

- (a) **Inside and Outside** work when performed in the following Counties, or portion thereof, in the state of Tennessee: Cumberland, Fentress, Morgan, Overton, Pickett, Scott, and Roane. In Anderson County: Oak Ridge Town Site and Oak Ridge DOE facilities.
- (b) Local Union 270 shall have jurisdiction of TVA construction work performed at TVA's Kingston Fossil Plant while being performed under TVA's CPA or PMMA task managed or augmented. In addition, Local Union 270 shall have TVA transmission line, telecom and substation construction work while performed under TVA's PMMA or CPA task managed or augmented classifications in the following counties in the State of Tennessee: Cumberland, Fentress, Morgan, Overton, Pickett, Roane and Scott.
- (c) Local Union 270 shall have jurisdiction of TVA augmented or task management instrumentation technicians when performed at TVA's Kingston Fossil Plant.

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

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

Section 3. Local Union **270** shall cover the "A" type of membership.

ARTICLE II

Meetings

Section 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.

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

ARTICLE III

Officers, Elections, & Duties

Section 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.

Section 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*.

Section 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.

Section 4. (a) At a general or specially called meeting of the local union at least eighty (80) days prior to the meeting of the Local Union when nominations are made, the President shall appoint an Election Judge and as many tellers, as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

(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 which would identify the voter.

(c) Members in good standing and qualified to vote, who expect to be unable to visit the polls on election day, may at any time within (30) days but not less than (5) days prior to the date of election, make application in writing to the Election Judge for an absentee ballot. Any such qualified applicant shall be furnished an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall be marked only with the words **OFFICIAL BALLOT**. The larger envelope shall be pre-addressed to the Election Board and shall contain a space in the upper left-hand corner where the member shall place their name and address.

(d) Upon a member receiving an absentee ballot, they shall mark same and enclose it in the smaller envelope marked **OFFICIAL BALLOT**. This envelope shall then be placed in the larger envelope and mailed to the Election Board in time to be received before the polls are closed on Election Day. The Election Board, after determining the eligibility of the voters, 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.

(e) No member receiving an absentee ballot shall be permitted to vote in person at the election, unless they have first returned the absentee ballot unmarked to the Election Judge.

(f) 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.

(g) The Election Board shall select two (2) depositories: one for receipt and storage of voted absentee ballots, and one for ballot packages returned as undelivered. This shall not be the Local Union Post Office Box or the Local Union Headquarters. (*Cost of such depositories shall be paid by the Local Union.*) The Election Judge shall see that the address of such depository is placed on the preaddressed envelopes.

(h) When the polls have closed and voting has ceased, the Election Board shall immediately count and tabulate the ballots. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots. The Election Board shall immediately make a report of the election results. All ballots, application for absentee ballots, and other papers shall be preserved for one (1) year from the date of the election, after which same shall be destroyed unless a question has arisen in connection with the Election.

(i) **Voting shall be by secret ballot.**

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

(k) In the event a 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 the election for the Local Union Executive Board (and/or Examining Board) which shall be decided for the candidates receiving the most votes.

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

Section 5. Voting machines, if available, may be substituted for printed ballots when voting at the polls. All applicable requirements in the foregoing section shall apply, when voting machines are used, in the same manner as though a printed ballot were used.

Section 6. (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.

Section 7. The **Executive Board** shall consist of the President and **six (6)** elected members.

Section 8. The **Examining Board** shall consist of **five (5)** elected members, who do not hold any other office – three Inside and two Outside.

Section 9. (a) Nominations for officers shall be held in **May 2026** and election of officers shall be held in **June 2026** and every **three (3) years** thereafter, as stated in Article XVI of the *IBEW Constitution*. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years 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. Said notice shall also include all details concerning the availability of absentee ballots.

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

(e) No member shall be eligible for office unless they have been a member of Local Union **270** 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 they entered an apprenticeship program for the purpose of upgrading their classification.

ARTICLE IV
Executive Board

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

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

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

Section 4. The President shall serve as Chair and the Executive Board shall elect its own **Secretary**

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

Section 6. The Secretary of the Executive Board shall notify all members of the Examining Board at least **twenty-four** (24) hours prior to the examination of any member or applicant.

ARTICLE V
Examining Board

Section 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 as provided in Article XIX of the *IBEW Constitution*. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Section 2. The Examining 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. A copy of the examination shall be placed in the member's permanent file.

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

ARTICLE VI
Business Manager

Section 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.

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

ARTICLE VII
Salaries

Section 1. Salaries shall be as follows:

The Business Manager shall receive a weekly salary equal to forty (40) times 140% of the highest Construction Journeyman Wireman/Lineman wage rate.

The Assistant Business Manager shall receive a weekly salary equal to forty (40) times 120% of the Construction Journeyman Wireman/Lineman straight time hourly rate.

When the General Fund of the Local Union is \$10,000 or more, the following officers of the Local Union shall be paid in lieu of their expenses the following salaries:

President - \$75.00 per month

Recording Secretary - \$50.00 per month

Treasurer - \$50.00 per month

Executive Board Members - \$20.00 for each Board meeting attended

Examining Board Members - \$20.00 for each Examining Board meeting attended

Vice President - \$50.00 – for each meeting that they attend

Section 2. The salaries of Business Manager, Business Representatives and all office employees of the Local Union shall be paid weekly.

Section 3. Each year upon completion of one year of continuous employment, the Business Manager and all full-time employees of the Local Union shall receive two weeks vacation with pay. Vacation shall not be accumulated.

Section 4. No Business Representative, officer or any other member of the Local Union who receives a full-time salary from the Local Union shall be paid extra for attending Labor Board Meetings, Board Meetings, conferences, etc.

Section 5. (a) Expenses for private automobiles uses in attending to official Local Union business shall be paid at a rate per mile as determined by the Internal Revenue Service.

(b) The Local Union shall furnish an automobile for the Business Manager, and provide credit cards for the upkeep, gasoline and maintenance of the vehicle.

Section 6. Should any two (2) offices be combined, then the officer shall receive the salary of only one (1) office, whichever is the higher.

Section 7. All disbursements for authorized expenditures made on behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Section 8. All expenses of the Local Union except those defined in Article XVII, Section 4, of the *IBEW Constitution* must be read to the body in itemized form.

Section 9. Full-time employees of Local Union 270 shall receive the maximum fringe benefits received by the members of Local Union 270. Vacation must be taken in the year in which it is earned.

Section 10. Employees of the Local Union, officers, assistants, delegates and members shall be reimbursed for lost wages and expenses incurred while conducting union business when authorized by the Business Manager and/or President. Reimbursement for lost wages shall be at the individual's straight time hourly rate limited to actual time lost, exclusive of overtime. In no event shall reimbursement for lost wages exceed the basic hours of the workday or work week.

ARTICLE VIII
Committees and Delegates

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

Section 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*.

Section 3. The Business Manager, by virtue of the office, shall serve as a delegate to the International Convention.

ARTICLE IX

Stewards

Section 1. Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to the Business Managers authority. The Business Manager may remove any Steward, as such, at any time.

Section 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.

Section 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

Section 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.

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

Section 3. The admission fees shall be:

(a) **“A” Membership**

Construction Journeyman	\$0
Construction Apprentices & Groundmen	\$0
Residential Wireman	\$0
Residential Trainee	\$0
Construction Wireman	\$0
Construction Electrician	\$0
Construction Lineman	\$0
Communication & System Tech	\$0
Senior Communications Tech	\$0
Line Clearance Tree trimming	\$0
All other IBEW classifications	\$0

(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.

Section 4. All applications must be accompanied by fifty percent (10%) or more of the admission fee. Full payment (satisfactory arrangements may be made with the Executive Board) and admission must be completed within (90) days of making application, in accordance with Article XX of the *IBEW Constitution*.

Section 5. All Unit members shall sign dues deduction cards.

Section 6. Basic dues are payable **quarterly** in advance.

Section 7. The monthly dues shall be:

(a) "A" Members	<u>Basic Dues</u>	<u>Working Dues</u>
Journeyman	\$4.00	plus 5.5% gross wages
Groundmen & Apprentices	2.00	plus 5.5% gross wages
Residential Wireman	6.00	plus 5.5% gross wages
Residential Trainee	4.00	plus 5.5% gross wages
Communications & Systems Tech	4.00	plus 5.5% gross wages
Senior Communications Tech	4.00	plus 5.5% gross wages
Construction Electrician	4.00	plus 5.5% gross wages
Construction Wireman	4.00	plus 5.5% gross wages
Construction Lineman	4.00	plus 5.5% gross wages
Line Clearance Tree Trimming	4.00	plus 5.5% gross wages
All other IBEW classifications	4.00	plus 5.5% gross wages

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

(c) Unemployed members and members working outside the jurisdiction of Local Union 270 shall pay Basic dues only plus the International payments provided for in (b) above.

(d) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local Union 270 under the terms of a local collective bargaining agreement.

(e) Working dues for the preceding month are due and payable not later than the regular meeting night of the month following the period worked.

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

ARTICLE XI
Funds

Section 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.

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

Section 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 bankbooks of the Treasurer to ensure Local Union monies received by the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending **December 31**.

Section 4. The following Funds are hereby established:

General Fund
Death Benefit Fund

ARTICLE XII

Death Benefit Fund

Section 1. There has been established in Local Union 270 a Death Benefit Fund, to be maintained separate and apart from other funds and accounts of the Local Union for the collection and payment of death payments as hereinafter provided in this Article.

Section 2. (a) The provisions of this Article shall be applicable to members in good standing in Local Union 270 who have paid initial \$10.00 admission fee, or to members of Local Union 270 that take a withdrawal card, provided they continue to pay all death benefit assessments required of them in this Article and maintain their good standing in the IBEW. Any member reinstated in this fund shall re-enter as a reinstated member, and shall be required to pay all past due assessments from the time he is dropped from the death benefit fund until he is reinstated. He shall be required to pay a \$10.00 reinstatement fee.

(b) Members in the military service as per Article XII of the *IBEW Constitution* shall be entitled to the same provisions as retiring members.

(c) Members on Traveling cards to another Local Union shall be entitled to the same provisions as members on Withdrawal Cards, provided that mailing address is current with Local Union 270 Business Office.

Section 3. All members who are now participating in this Fund must have contributed to the Treasury of this Fund an amount that will pay at least two death benefits.

Section 4. In case of death of a member participating in this Fund, each member will be assessed the sum of \$5.00 for each death. The Financial Secretary shall promptly notify all participating members in writing of any assessments concerning this Fund. It will be the responsibility of the participating member to see that the Financial Secretary always has a correct forwarding address for this purpose.

Section 5. (a) Participating members in military service, holding withdrawal cards, or outside the Continental United States, will have a maximum of sixty (60) days to pay their assessments or be dropped from the Fund.

(b) Each member shall be notified in writing of any Death Benefit Assessment due. Any member failing to pay Death Benefit Assessment within thirty (30) days after mailing date of notification shall automatically be dropped from this Fund.

Section 6. The amount of death benefit payable to the beneficiary of any deceased member of this benefit shall be a sum equal to the number of participating members multiplied by \$5.00.

Section 7. The beneficiary shall be the same as the beneficiary designated by the participating member on the Pension Benefit Fund Certificate or in case of participating members not members of the PBF to the beneficiary designated by the member, provided that such beneficiary is designated within the limits of the PBF Constitution and bylaws.

Section 8. 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. If the entire benefit payment is not needed for this purpose, the balance shall remain in the death benefit fund.

Section 9. Claims on this fund shall only be paid in the amount the fund is able to satisfy the claim. The Local Union shall not be liable for any amount over and above the assessments set forth in this plan.

Section 10. (a) 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 provision contained in these bylaws.

(b) In such event the money in the fund at the time shall be transferred to the General Fund.

Section 11. Under no condition shall any money be transferred from any other fund of the Local Union to this fund without IO approval.

Section 12. The Death Benefit Fund shall be audited in the same manner and at the same time as the General Fund is audited.

Section 13. This Fund is not maintained under a written trust.

ARTICLE XIII
Admission of Members

Section 1. Qualifications and admission of members shall be in accordance with Articles XIX and XX of the *IBEW Constitution*.

Section 2. Apprentices may be accepted into membership at any time and should be offered membership on the first day they are assigned for employment or are working under a collective bargaining agreement. Notwithstanding the action of the Local Union, Apprentices must be admitted to membership in accordance with Article XV of the *IBEW Constitution* after they have worked one (1) year in the jurisdiction of this Local Union.

Section 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.

Section 4. (a) Residential classifications shall work on residential wiring only. Voice-Data-Video classifications shall work on Voice-Data-Video work only.

(b) A Residential Wireman or a Voice-Data-Video Technician 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 they became a Residential Wireman or Voice-Data-Video Technician, the member shall have their 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 Residential Wireman, Residential Trainee, and Voice-Data-Video Technician shall be made aware of and agree to these provisions prior to admission into the Union.

ARTICLE XIV

Units

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

Section 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.

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

Section 4. A member must have at least six (6) months' continuous good 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.

Section 5. (a) One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chair to conduct the election. No candidate for any office shall be eligible for Election Judge or Teller. Any candidate may be present or have an IBEW member designated by the candidate, as an observer present during the voting and at the counting of the ballots.

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

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

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

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

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

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

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

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

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

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

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

Section 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.

Section 11. The following Unit is hereby established in the jurisdiction of Local Union **270:**

ARTICLE XV

General Laws

Section 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.

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

If the accused fails to appear after having been notified in writing to appear, the Trial Board shall hear and determine the case just as though the accused were present. The Trial Board should dismiss all charges when a member files charges against another member and willfully fails to appear before the Trial Board to prosecute the case.

Section 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.

Section 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.

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

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

Section 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.

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

Section 9. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means, as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Section 10. The Local Union may purchase flowers for the death of a member or the death of a member's immediate family.

Section 11. Members shall show their working cards or receipts upon request of the Business Manager or Stewards.

Section 12. Any appeal for financial assistance must have the approval of the Sick Committee or Executive Board and have the Business Manager's signature and seal of Local Union on the letter before circulated on the jobs in the jurisdiction of Local Union 270.

Section 13. No member of the IBEW shall work in the jurisdiction of Local Union 270 without the knowledge and consent of the Business Manager.

ARTICLE XVI
Local Union 270, IBEW, Building Corporation, Inc.

Section 1. Members in good standing of Local Union **270** shall also be members in good standing in **IBEW Local Union 270, IBEW, Building Corporation, Inc.**

Section 2. To promote and carry out the aims and interests of the Local Union, no corporate real property shall be sold, leased, encumbered or disposed of, nor shall any property be purchased or otherwise acquired except by a majority vote of the members present and voting.

Section 3. All members of the Local Union shall be notified in writing of the nature of the Resolution of the announced intention at least ten (10) days before the date of the meeting. Said Resolution shall then be read at such regular or specially called meeting. The Local Union shall then notify the Board of Directors of the Building Corporation of the action taken.

Section 4. It shall be the duty of the President of **IBEW Local Union 270 Building Corporation, Inc.** to see that a complete Financial Statement of the Corporation is prepared for presentation to the first regular meeting of the Local Union following the regular annual members' meeting of the **IBEW Local Union 270 Building Corporation, Inc.**

Section 5. The Local Union officers, including all members of the Local Union Executive Board, shall constitute the Board of Directors of **IBEW Local Union 270 Building Corporation, Inc.** Upon expiration of their terms as Local Union officers, or upon their resignation or removal, their duly elected or appointed successors shall become Directors of **IBEW Local Union 270 Building Corporation, Inc.**

ARTICLE XVII
Amendments

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

Section 2. (a) These bylaws may be amended or changed by any such proposal being submitted in writing and read at two (2) regular meetings of the Local Union, and decided at the second meeting by a majority vote of the members present and voting.

(b) However, assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. 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 Local Union meeting at which the membership is to vote on the question.

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

LOCAL UNION 270
RECORD OF AMENDMENTS

District: Tenth

Location: Oak Ridge, Tennessee

Bylaws Retyped in Entirety: September 4, 1991

DATE ARTICLES AND SECTIONS AMENDED *

- 8/12/93 Updated referenced articles to comply with Constitution.
- 11/19/93 Art. X, Sec. 7(a) revised
- 2/9/94 Art. X, Sec. 7(a) revised.
- 8/9/00 Updated Constitutional Articles. Article I, Section 2 amended.
- 2/10/03 Art. III, Secs. 8(a) & (e) revised.
- 2/20/03 Art. X, Sec. 7(a) and Art. XVI, Sec. 11 corrected.
- 3/6/03 Art. X, Sec 7(a) corrected.
- 4/5/07 Art. X, Sec. 3 and 7 amended. Updated to Pattern bylaws.
- 12/10/08 Art. VII, Sec. 9 amended; Art. VIII, Sec. 4 moved to Art. VII,
Sec. 10; Art. VIII, Sec. 5 deleted.
- 8/2/16 Art. X, Sec's 3(a) and 7(a) amended.
- 10/27/17 Art. I, Sec. 1; Art. X, Sec.'s 3 and 7(a) amended and Art. X, Sec.'s 5(a) &
5(b) deleted and all remaining sections re-numbered.
- 2/6/18 Art. X, Sec. 6(a) amended.
- 12/13/19 Art. I, Sec. 1 amended.
- 4/9/24 Art. I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIV, XV, XVI updated
to pattern.