UNITED GAS WORKERS LOCAL 69, UTILITY WORKERS UNION OF AMERICA, AFL-CIO

BY-LAWS

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ARTICLE I
NAME AND PURPOSE

Section 1. This organization shall be known as United Gas Workers Local 69, Utility Workers Union of America, AFL-CIO, hereinafter referred to as the Local Union or Local 69. Local 69 shall always be affiliated with the Utility Workers Union of America.

Section 2. The purposes of the Local Union are: (a) to provide means whereby the members of the Union may bargain collectively through representatives of their own choosing; (b) to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (c) to represent all members of the bargaining unit in matters dealing with wage, hours of work, working conditions and the adjustment of grievances; and (d) to participate in regulatory, legislative, legal and electoral proceedings in order to protect the interests of consumers and the public (including our members) in reliable, safe and environmentally sound utilities at fair costs.

Section 3. The Local Union shall have the authority to coordinate collective bargaining in the interest of its members.

Section 4. This Local Union shall have such jurisdiction as granted and approved by the National Union in accordance with the National Constitution.

Section 5. Any reference to gender in the Local 69 By-Laws applies to male and female.

ARTICLE II
MEMBERSHIP

Section 1. Any person employed within the jurisdiction of the Local Union shall be eligible for membership.

Section 2. There shall be no discrimination against any member, or any applicant for membership, by reason of race, creed, color, religion, sex, sexual orientation, national origin, ancestry, age or disability.

Section 3. Anyone eligible for membership who fills out a membership application form authorizing dues check-off, and presenting the same to his/her Steward, shall be considered a member in good standing at that time subject to the provisions herein. A member in good standing includes any person**:** (a) who has fulfilled the requirements of the Local Union for membership; (b) who has fulfilled the requirements of the National Union for membership; (c) and who has neither voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with the lawful provisions of the By-Laws of the Local Union and the National Constitution.

Section 4. Every member by virtue of his/her membership in this Local Union is obligated to adhere to and follow the provisions of the National Constitution and these By-Laws, including ny working rules promulgated in accordance with these By-Laws, with respect to his rights,

duties, privileges and immunities. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

Section 5. Every member by virtue of his membership in this Local Union authorizes this Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and to have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer, in such a manner as the officers deem to be in the best interests of this Local Union. This Local Union and its officers and representatives may decline to process any grievance, complaint, difficulty or dispute if in their discretion and judgment such grievance, complaint or dispute lacks merit.

Section 6. No member shall interfere with the elected officers or representatives of this organization in the performance of their duties. Each member shall, when requested, render such assistance and support in the performance of such duties as may be required of him, provided that this does not interfere with his individual rights as a member. Each member shall adhere to the terms and conditions of the pertinent collective bargaining agreement and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal and contractual obligations.

Section 7. No member shall engage in dual unionism or espouse dual unionism or disaffiliation or bring false charges against this Local Union, its members or its officers; and no member shall be party to any activity to secure disestablishment of this Local Union as the collective bargaining agent for any employee.

Section 8. No member shall be permitted at any assembly or meeting of other members to engage in any of the prohibited conduct herein described.

Section 9. Nothing contained in this Article shall limit the rights and remedies of any member under any State or Federal law or before any court or tribunal, provided, and subject to applicable laws, such member has exhausted all his rights and remedies under these By-Laws and the National Constitution.

ARTICLE III
ORGANIZATION

Section 1. The governing bodies of the Local Union shall be the Executive Board, the Representative Council and the membership.

Section 2. The principal officers of Local 69 shall consist of a President, Vice President Majority, Vice President Minority, Secretary and Treasurer

Section 3. The Executive Board of Local 69 will consist of the five principal officers and the Regional Directors.

Section 4. The Representative Council will consist of the Executive Board and all District Stewards of the Local Union.

Section 5. The Local shall be divided into Districts within the various Regions for the purpose of electing Region Directors and District Stewards. The Organization Table is set forth in Appendix 3.

ARTICLE IV DUTIES OF OFFICE

President. The President or his or her appointee shall preside at all meetings of the Representative Council, the Executive Board and the membership. He shall serve as the chief executive officer of the Local Union. He shall enforce order and strict observance of the By-Laws, and shall countersign all checks issued and signed by the Treasurer. He shall appoint and serve on all committees as an ex-officio member unless otherwise specified and perform such other duties as normally pertain to the office of President.

Vice Presidents. The Local Union's membership is now covered by two separate collective bargaining agreements. In the recent past, the membership was covered by one collective bargaining agreement which applied to two employers which were both subsidiaries of the same parent corporation. That parent corporation sold the subsidiaries to separate corporate entities which are not related to each other. The one collective bargaining agreement is being separately honored by each separate employer. To assure that the employees of each separate bargaining unit is adequately represented in the administration of Local Union affairs, each separate bargaining unit shall elect its separate Vice President as an Executive Officer, as set forth below.

Vice President Majority. The Vice President Majority is the Vice President who is employed under the collective bargaining agreement which represents the majority of the eligible membership. The Vice President Majority shall assume the duties of the President in the case of the temporary incapacity of the President. He shall avail himself of such material and information that would be of benefit to the Union in the discharge of its obligations to its members. He shall evaluate such material and keep records that will assist the Executive Board and the Representative Council in the performance of their duties. He shall perform such other duties as may be assigned to him/her by the President.

Vice President Minority. The Vice President Minority is the Vice President who is employed under the collective bargaining agreement which represents the minority of the eligible membership. The Vice President Minority shall assume the duties of the President in the case of the temporary incapacity of both the President and the Vice President Majority. He shall avail himself of such material and information that would be of benefit to the Union in the discharge of its obligations to its members. He shall evaluate such material and keep records that will assist the Executive Board and the Representative Council in the performance of their duties. He shall perform such other duties as may be assigned to him/her by the President.

Secretary. The Secretary shall make a record of all proceedings of the Representative Council. He shall keep and maintain records of all business that is transacted by Local 69. He shall perform such other duties as may be assigned to him by the President. When workload warrants,

and with the approval of the President, the Secretary may secure assistance in discharging his duties. Preferably, this assistance should come from a member in good standing.

Treasurer. The Treasurer shall have custody of all funds and securities of the Local to be distributed only for proper Union expenses and purposes. He/she shall deposit the funds of Local 69 in banks or depositories that are approved by the Executive Board. He shall submit to the Representative Council an annual statement of the financial condition of Local 69 for the information of its members. Whenever required by the Representative Council, he shall submit a statement of all Union accounts and such records as may be requested. He shall keep the books of Local 69 and a full and accurate account of all monies received and paid out by him. No drafts, notes, bills or other negotiable instruments shall be issued unless signed by the Treasurer and the President. He shall make full and accurate reports to all State and Federal agencies that may be required by law. He shall perform such other duties as may be assigned him by the President.

Region Director. It shall be the duty of the Region Director to coordinate the activities of the District Stewards within his Region. Region Directors are responsible to see that District Stewards hold their mandated membership meetings. In addition, they are to perform such other duties as may be assigned by the President.

District Steward. Each District Steward shall be personally responsible for protecting the rights of members in his District, for processing all labor relations problems at the first instance, and for proper discharge of his duties as a member of the Representative Council. He shall give ample notice and hold meetings for his District at least quarterly and provide a record of such meetings to the Local Secretary promptly after the meeting is held. Upon assuming the duties of Steward, he shall promptly select an Alternate. The District Steward will make every effort to attend or send his Alternate to meetings of the Representative Council, meetings involving administration of the collective bargaining agreement, and meetings called by the President. He shall perform such other duties as may be assigned by the President. *A backup Steward may be appointed by the President and subject to approval of the Local 69 Executive Board, to assume responsibilities of the Steward if they are unable to perform their duties.

Executive Board. It shall be the duty of the Executive Board to address any issues arising with Companies which employ members of this Local. The Executive Board will also perform duties that benefit the members of the Union. The President shall have the authority to appoint additional committees as he deems necessary. Appointments must be approved by the Executive Board. Grievances shall be processed in accordance with the working collective bargaining agreement. A majority of the Executive Board shall constitute a quorum for the transaction of business, but no action of the quorum shall be valid or binding upon the Local Union or any member of the Union that was not approved at a meeting of which all members of the Executive Board were given reasonable advance notice.

Representative Council. One purpose of the Council meeting is to act on any issues before the Local.

General Provisions. No officer or representative of this Union shall knowingly violate any final decision of the National Labor Relations Board or any State or Federal regulation with respect to the operations of the Union or act contrary to the best interests of the members of the Union.

ARTICLE V
COMMITTEES

Negotiating Committee. The Negotiating Committee for each separate collective bargaining unit shall consist of the President, applicable Vice President, Secretary, Treasurer, and applicable Region Director(s), when practical, /or additional member(s) in good standing appointed by the President and approved by the Executive Board.

By-Laws Committee. The By-Law Committee will consist of four (4) members of the Local in good standing appointed by the President and approved by the Executive Board. The President will also be a member of the Committee, and attend the Committee meetings when necessary. Proposals regarding amendments to the By-Laws will be handled in accordance with Article XIV.

Election Committee. Shall consist of up to 4 members in good standing appointed by the President and agreed upon by the Executive Board. All duties will continue as explained in Article VII, Section 12.

Work Stoppage Committee. Shall consist of 4 members in good standing appointed by the President and approved by the Executive Board and further explained in Article XII, Section 2.

ARTICLE VI
MEETINGS

Section1. Membership meetings shall be held when called by the President of Local 69.

Section 2. The Local Executive Board will meet at least every other month. These meetings can be by a meeting at a physical location or by video or audio conferencing at the discretion of the President. However, at least quarterly the Board will meet in person at a physical location. As much advance notice as possible will be given of the Executive Board meetings. During any video/audio meeting, the Executive Board shall be fully empowered to resolve any issues and to vote on issues.

Section 3. Region Directors will hold meetings with their Representatives at least monthly at a physical location or by audio conferencing, unless the President grants a waiver. The record/agenda and attendance sheets from such meetings will be submitted to the Secretary.

Section 4. District Stewards will hold meetings with the members in their Districts at least quarterly. The record/agenda and attendance sheets from such meetings will be submitted to the Secretary.

Section 5. Representative Council will meet at least once per calendar year when practical. Additional meetings of the Council can be called at the discretion of the President.

Section 6. Additional meetings of any body of the Local can be called at the discretion of the President.

Section 7. If possible, a Representative Council meeting consisting of the President, applicable Vice President, Secretary, Treasurer, the applicable Region Director(s) and applicable Stewards will be held prior to negotiations in a contract expiration year. Written proposals for contract changes will be presented by the Council, and upon a motion, shall be voted upon by the Council for approval or rejection. A majority of the votes cast will govern approval or rejection. This Representative Council, if practical, shall meet after a tentative collective bargaining agreement is reached to discuss the agreement and make a recommendation to the Executive Board. A majority of the votes cast will govern recommendations.

ARTICLE VII
ELECTIONS OF OFFICERS, REGIONAL DIRECTORS AND STEWARDS

Section 1. The President, Vice President Majority, Vice President Minority, Secretary, Treasurer, Region Directors and District Stewards shall be elected for a term of three (3) years commencing on January 1 of an election year.

Section 2. Nominations for President, Vice-President Majority, Vice President Minority, Secretary, Treasurer, Region Directors and all District Stewards will be held during the month of August .

Section 3. Elections shall be held during the month of October for the positions to be filled the following January.

Section 4. The President, Secretary and Treasurer shall be nominated and elected by the entire membership as hereinafter described.

Section 5. The Vice President Majority and the Vice President Minority shall be nominated and elected by members covered under the respective collective bargaining agreement as hereinafter described.

Section 6. Region Directors shall be nominated and elected by members in their respective Regions as hereinafter described.

Section 7. District Stewards shall be nominated and elected by members in their respective Districts as hereinafter described.

Section 8. Nominations for President, Secretary and Treasurer shall be made by a nomination petition signed by at least fifty (50) members in good standing of Local 69, provided that no more than twenty-five (25) signatures shall be from the same Region.

Section 9. Nominations for Vice President Majority and Vice President Minority shall be made by a nominating petition signed by at least fifty (50) members in good standing of Local 69 covered under the respective collective bargaining agreement, provided that no more than twenty-five (25) signatures shall be from the same Region.

Section 10. Nominations for Region Directors shall be made by a nominating petition signed by at least twenty-five (25) members in good standing of Local 69 from the respective Region, provided that no more than ten (10) signatures shall be from the same District. If this is not possible due to limited number of Districts, then no more than (17) signatures shall be from any (1) District.

Section 11. A candidate must receive a majority of the votes cast to be elected to the office of President, Vice President Majority, Vice President Minority, Secretary, Treasurer or Region Director. In the event that no candidate receives a majority of the votes cast, the names of the two (2) candidates who received the greater number of votes will be placed on a ballot; and another election will be held as soon as arrangements are made.

Section 12. Nominations for District Stewards may be made by a nomination petition signed by any member in good standing from the respective District. The members voting for District Steward may vote for one of those nominated, or upon obtaining special approval from the President, for any member in good standing from the respective District. The District Steward shall be elected by a plurality of the votes cast.

Section 13. Each member in good standing shall have an election ballot mailed to his last known address. The ballot shall specify the candidates for the offices to be filled and provide space for the member to specify his District location. Also included will be a stamped return envelope bearing the box number and address of the Post Office Box where the ballots will be returned and picked up by the Tellers.

Section 14. The Local Secretary shall acquire a United States Post Office Box solely for the purpose of receiving election ballots. The President shall appoint up to four (4) members in good standing to serve as the Election Committee and shall designate one member as Chair. No member of the Election Committee may be a candidate for any office. The Election Committee will assist in administering a fair election and will receive and count ballots. Only the Chair will have access to the Post Office Box. No ballots may be removed from the Post Office Box prior to the day of counting. On the day set for counting the election ballots, the Election Committee shall pick up the ballots just prior to closing time of the Post Office. The Election Committee shall count the ballots and notify the Secretary of the results of the election. The Secretary shall notify the membership of the election results as soon as possible and shall keep the ballots and other election records for a period of one (1) year.

Section 15. Election challenges will be governed by the procedures set forth in the National Constitution.

ARTICLE VIII
VACANCIES

Section 1. Should a District Steward, Region Director, Vice President Majority, Vice President Minority, Secretary or Treasurer position be vacated for any reason, a replacement shall be appointed by the President to complete the unexpired term subject to approval of the Local 69 Executive Board.

Section 2. Should the office of President be vacated for any reason, the Vice President Majority shall assume the office and duties of the President and, as soon as possible, appoint a Vice President Majority subject to approval by Local 69 Executive Board for the unexpired term.

Section 3. In the event that both the offices of the President and Vice President Majority are vacated for any reason, the Vice President Minority will immediately assume the duties of the President and, as soon as possible, appoint a Vice President Majority and a Vice President Minority subject to approval by the Local 69 Executive Board for the unexpired term.

Section 4. Upon a Region Director's or a District Steward's transfer from his respective Region or District, the position shall immediately be considered vacated and filled according to Article VIII. Section 1.

Section 5. Upon retirement from the Company or upon termination by the Company, after all legal remedies have been exhausted, an officer or representative shall immediately vacate his position and will be ineligible to run for any future office within the Local, unless reinstated.

ARTICLE IX
INITIATION FEES, DUES AND ASSESSMENTS

Section 1. The revenues of this Local Union shall be derived from initiation fees, monthly dues, fines, assessments and such other sources as may be approved by the Executive Board.

Section 2. All new employees joining Local 69 shall pay a twenty-five dollar ($25.00) initiation fee, payable to the Treasurer, preferably by payroll deduction.

Section 3. The dues of the Local Union shall be $35.73 per pay period per member and 10% of those Union dues shall be invested in a separate strike fund, an additional $5.00 increase per pay period per member will be assessed with 100% of the $5.00 being invested into the separate strike fund. These dues shall not be less than the minimum dues established by and in accordance with the National Constitution. Whenever appropriate, payment shall be made by payroll deduction. Disbursements of the strike fund shall only be made at the discretion of the Executive Board during a legally sanctioned strike or in the event of a lockout. The $5.00 assessment cannot be increased, however, at the discretion of the executive board, it can be abolished, diverted into the Union Treasury, or modified based on the needs/solvency of the strike fund.
*NY members shall be $20.36 per pay which includes the $5 strike fund amount.

Section 4. Fines and assessments are payable to the Treasurer through payroll deduction or other appropriate means.

Section 5. All members of the Local Union are under a positive duty to see that their dues, fines and assessment are paid on or before the last day of the month in which the same are due. The Local Union must remit the members per capita tax to the National Union not later than the last day of the month following the month in which payment was made by the members.

Section 6. Any member failing to pay dues, fines and assessments to the Local Union on or before the last day of the month in which the same are due, shall stand automatically suspended from membership in this Local Union and from all rights and privileges of such membership. Any suspended member may be readmitted to membership within thirty (30) days after automatic suspension upon payment of back and current dues, fines, and assessments. A member who has been in suspension for a period of greater than thirty (30) days can be remitted upon the payment of the reinstatement fee, dues, fines and assessments. In addition, a member who fails to pay uniform dues will be subject to termination of employment according to any current Bargaining Agreement in effect at that time.

Section 7. The reinstatement fee for a member suspended more than thirty (30) days is $50.00.

Section 8. This Local Union shall pay per capita tax to the National Union for any persons from whom the Local Union receives revenue, whether called dues or otherwise. This Local Union shall have no rights to pay any bills before it pays its full obligation to the National Union each month.

Section 9. All records of this Local Union pertaining to income, disbursements and financial transactions of any kind must be kept for a period of at least six (6) years or longer if required by applicable law.

ARTICLE X
EXPENSES

Section 1. On rest days, holidays or vacation days, the members of the Representative Council shall be compensated at the rate of twenty dollars ($20.00) per day while attending Representative Council meetings, Executive Board meetings, or any other meeting(s) called by the President or Executive Board.

Section 2. The members of Representative Council shall be compensated for the use of their personal vehicle for Union business at the rate prevailing under the current Collective Bargaining Agreement with the Company for such expenses.

Section 3. The President shall have the authority to authorize reasonable expenses and/or compensation for any person or Local Union member he may employ for Union business.

Section 4. No member of the Local Union will suffer loss of earnings while attending Union business on days when he would normally work for the Company.

Section 5. Monthly stipends shall be as follows: President $100.00 per month; Vice President Majority $50.00 per month; Vice President Minority $50.00 per month; Secretary $95.00 per month; Treasurer $85.00 per month; Region Director $40.00 per month; District Steward $20.00 per month.

Section 6. Local 69's officers and employees will be bonded in accordance with the provisions of the Labor-Management Reporting and Disclosure Act and the Union Constitution.

Section 7. If for any reason a steward is on an extended leave of absence of thirty or more days, the backup steward will be entitled to receive the steward's compensation, and each thirty-day period thereafter.

ARTICLE XI
COLLECTIVE BARGAINING

Section 1. The Negotiating Committee as defined in Article V shall have the authority to bargain collectively for the applicable membership of Local 69.

Section 2. A secret ballot membership vote may be held prior to or during contract negotiations for the purpose of vesting in the Committee the full authority to strike the Employer if, in the Committee's discretion, circumstances exist which warrant such action. Only the members of the respective Company affected by the contract being negotiated will be eligible to vote. Authority to strike must be approved by a majority of the members who vote.

Section 3. Upon reaching a tentative agreement with the Company, the applicable Negotiating Committee will immediately mail to each applicable Union member a comprehensive list of all proposed contract changes. Approximately one week after the mailing, the applicable Negotiating Committee will hold meeting(s) throughout the portions of the Local affected by the tentative agreement for the purpose of describing the proposed changes and allowing the applicable membership in good standing to vote upon the contract. Votes will not be counted at any location prior to the last meeting within a Division or prior to the last day of the explanation meetings.

Section 4. Only the members employed under the contract being negotiated will be eligible to vote that contract. The Committee shall have full authority as to which offers, if any, by the Committee shall bring back to the membership for ratification. Before or after the expiration date of the existing labor agreement, the Committee may present to the membership, at locations designated by the President, any final offer of the Employer. A rejection of the Employer's final offer shall automatically vest in the Committee the full right to strike the Employer if, in the Committee's discretion, circumstances exist which warrant such action. A rejection shall likewise authorize the Committee to continue negotiations with the Employer.

Section 5. A true copy of all collective bargaining agreements entered into by this Local Union shall be filed with the National.

ARTICLE XII
STRIKES AND LOCKOUTS

Section 1. This Local Union shall not strike without previous notification to the National President; and compliance with the applicable provisions of the National Constitution; and compliance with all applicable notice requirements.

Section 2. Any Union member who refuses to participate in a strike sanctioned by the National, or refuses to participate on a picket line, or refuses to perform any other assignment from the officers and representatives of Local 69, will be fined an amount of one hundred ($100) dollars per day for non-participation for the duration of the assignment. Any member who fails to stand picket duty will also forfeit his rights to any withdrawal or distribution from the strike fund and face possible internal discipline by the Local Union. The Local Union Work Stoppage Committee will be appointed by the Executive Board. The Work Stoppage Committee will be responsible for ruling on individual cases of non-participation. The member may appeal the Work Stoppage Committee's decision to the Executive Board. Such member will be afforded an opportunity to present evidence for justification of non-participation to the Executive Board. If such member's appeal is granted, reasonable expenses incurred by the member shall be reimbursed. However, if the Committee's decision is upheld, all costs incurred by the member will be at his expense.

Section 3. Under normal conditions, the maximum amount available from the work stoppage account to any bargaining unit shall not exceed a percentage amount based on the per capita basis of the affected bargaining unit at the time of the work stoppage.

ARTICLE XIII
CHARGES AND APPEALS

Section 1. Whenever charges are preferred against any member or officer of this Local Union, the charges shall be filed in writing in duplicate with the Local Secretary**.** A written copy of such charges specifying the nature of the offense shall be promptly served on the accused either personally or by mail directly to his last known address. The charges must specify the events or acts which the complainant believes constitute the basis for charges and must state any Sections of the Local By-Laws or the National Constitution which the complainant believes have been violated. The Trial Board may dismiss charges without hearing if it determines that the charges do not state a claim or are not supported by sufficient evidence to warrant a hearing or are untimely. If the Trial Board determines that a hearing is warranted, the parties will be provided reasonable notice in writing of the hearing.

Section 2. Charges must be filed within 90 days of the time the complainant becomes aware or reasonably should have become aware of the alleged misconduct.

Section 3. The Local Executive Board shall be the Trial Board, except that where the complainant or the accused is a member of the Executive Board, the remainder of the Executive Board shall appoint a disinterested member as a substitute.

Section 4. The decision of the Executive Board shall be deemed final unless the member aggrieved by the decision files with the Secretary a written request to appeal the decision to the general membership of the Local. The appeal must be filed within fifteen (15) days of the date of the Executive Board decision. The appellant shall be permitted to present his case to the general membership of the Local. Thereafter, he shall be temporarily excused from the meeting during the discussion and voting following his presentation. A two-thirds vote of the general membership present shall be required in order to overrule the decision of the Executive Board. Executive Board members shall have a voice but no vote in connection with appeals to the general membership. The decision of the general membership will be the final decision of the Local.

Section 5. Any member subject to charges may have another member of this Local represent him in the presentation of his defense.

Section 6. Where these By-Laws are silent on the procedures for charges and trials, the procedures in the National Constitution will govern.

Section 7. Any member aggrieved by the final decision of the Local on charges, may appeal such final decision to the National in accordance with the procedures set for in the National Constitution.

Section 8. The Local 69 Member Bill of Rights and Responsibilities shall be enforced exclusively through the procedures provided in this Article. Any decision rendered pursuant to these procedures, including any appeals, shall be final and binding on all parties.

Section 9. Subject to applicable laws, a member who has been aggrieved by decision or ruling of the Local or the National must exhaust all available appeal procedures prior to initiating any action in a court, tribunal or agency.

ARTICLE XIV
AMENDMENTS

Section 1. Proposed amendments to these By-Laws must be submitted by a member in writing to the Secretary. All proposed amendments will be forwarded to the Chairman of the By-Laws Committee for review. The By-Laws Committee shall provide the Executive Board with a copy of the proposed amendment with the Committee's recommendation, and reasoning. The Executive Board will then vote on the proposed amendment(s). A two-thirds majority vote of the Executive Board shall be required for approval. If approved, the proposed amendment(s) will be submitted to the Representative Council at its annual meeting or at a special meeting called by the President. At that time, a two-thirds majority vote of the Representative Council shall be required for approval. If approved, said proposal(s) will be submitted to the members of the Union by mail ballot or at membership meetings as determined by the Executive Board. Balloting will take place as soon as possible. A simple majority of votes cast by the membership of the Local Union will be needed for approval. In addition, written proposals for amendments can be submitted at the annual Representative Council meeting for consideration. At that time, a two-thirds majority vote of the Representative Council shall be required for approval. If

approved, the aforementioned process for membership balloting will occur. No amendment shall be valid or become effective until approved by the National Union.

Section 2. The By-Laws of this Local Union shall at all times be subordinate to the National Constitution. If any conflict should arise between the Local By-Laws and the National Constitution, the National Constitution shall control.

ARTICLE XV
SEPARABILITY

Section 1. Should any part of these By-Laws be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by a final decision of the National Labor Relations Board, such invalidation shall not affect the remaining portions of these By-Laws, which shall remain in full force and effect.

ARTICLE XVI
LITIGATION

Subject to applicable laws, no member shall bring any action before any court, tribunal or agency against the National, the Local or any officer thereof with respect to any matter arising out of the affairs of the National or Local, unless he has exhausted all procedures available under these By-Laws and National Constitution. Any member bringing legal action in violation of this provision may, in addition to other penalties, be ordered to reimburse the Local and/or National for costs and attorney fees.

ARTICLE XVII
PROPERTY RIGHTS

The title of all property, fund, and other assets of this Local Union shall at all times be vested in the Local. Such property, funds and assets shall be used for the benefit of the membership of this Local. No member shall have any severable proprietary right, title or interest therein.

ARTICLE XVIII
DELEGATES

Section 1. By virtue of their office, the Local Union President, Vice President Majority, Vice President Minority, Secretary and Treasurer shall be eligible to serve as Delegates to the National Convention.

Section 2. The President may, upon approval by the Executive Board, appoint members to serve as Delegates or Alternate Delegates to affiliated Local Labor Councils and/or Conferences.

Section 3. In the event that an Executive Board Member vacates his/her office for any reason, any position or seat he/she may have held with any Local Labor Council and/or Local Conference will be transferred to his/her replacement or to another Executive Board Member selected by the Local Union President with approval from the Executive Board.

ARTICLE XIX
AFFILIATIONS

Subject to the approval of the Executive Board, and where it serves the interests of the membership, Local 69 may affiliate with other bodies endorsed by the National.

ARTICLE XX
REPRESENTATIVE COUNCIL RULES

Section 1. Any meeting of Executive Board members and all District Stewards shall constitute a quorum for the transaction of business by Representative Council, provided all Executive Board members and District Stewards have been given reasonable notice to attend.

Section 2. The President or, in his absence the Vice President Majority, will preside over meetings of the Representative Council.

Section 3. The Secretary will make a record of the proceedings at Representative Council meetings. If the Secretary is absent, the President will designate a member to make a record of the proceedings.

Section 4. All Districts shall receive one (1) vote for each proposal. In the event of a vacancy or absences of a representative for a district the Regional Director for that area will resume voting responsibilities for that district.

Section 5. Every member shall conduct himself in an orderly manner at meetings of the Representative Council. Personalities, religion, etc. shall not be discussed. No matter shall be considered which does not relate to the affairs of the Local Union.

Section 6. Roberts Rules will govern Representative Council meetings.

Section 7. The regular order of business, which may be changed by a vote of the members, is set for below.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

4. Reading of the Minutes
5. Treasurer's Report
6. Reading of Communications and General Information
7. Committee Reports
8. Unfinished Business
9. New Business
10. Anything for the Good of the Union
11. Adjournment

Section 8. The Organization of Representative Council Districts and Regions in Appendix 3 may be modified, provided the proposed modification has been approved by a two-thirds majority vote at a meeting of the Representative Council.

Section 9. These Representative Council Rules may be amended, provided the proposed amendment has been approved by a two-thirds majority vote at a meeting of the Representative Council.

Appendix 1

LOCAL 69 MEMBER BILL OF RIGHTS AND RESPONSIBILITIES

The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.

The right to choose leaders of the union in a fair and democratic manner.

The right to a full accounting of union dues and the proper stewardship over union resources.

The right to participate in the union's bargaining efforts and to approve union contracts.

The right to have member's concerns resolved in a fair and expeditious manner.

The responsibility to help build a strong and more effective labor movement, to support the organizing of the unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.

The responsibility to be informed about the internal governance of the union and to participate in the conduct of the union's affairs.

The responsibility to contribute to the support of the union.

The responsibility to treat all workers and members fairly.

The responsibility to offer constructive criticism of the union.

Appendix 2

QUALITIES FOR GOOD UNION MEMBERS

A good Union member is a good citizen. The two go together.

A good union member:

- participates in all Union activities;
- defends his Union against anti-labor elements in all walks of life;
- helps his Union fight all forms of discrimination because of race, creed, color and sex;
- attends all Union meetings and reads all Union publications;
- renders a fair day's work for a fair day's pay and conducts himself with dignity and good manners;
- is honest in his dealings with his co-workers, his employer, his fellow Unionists and his fellow citizens;
- respects the democratic traditions of our nation, registers as a voter and casts his ballot in elections on the local, state and Federal level.

A good union member, in short, is a man or woman who is a good person.

Appendix 3
ORGANIZATION TABLE

REGION 1

DISTRICT #	LOCATION	# OF REPRESENTATIVES
1	Goshen Road City plant	1
2	Clarksburg City Plant	1
3	Jane Lew Operational Hub, Clarksburg Field Engineering, Accounting Billing Services WV	1
4	Fairmont City Plant	1
5	Weston City Plant	1
6	Morgantown Operational Hub	1
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8		
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REGION II

DISTICT #	LOCATION	# OF REPRESENTATIVES
11	Davisson Run City Plant	1

12	Parkersburg City Plant, Mason City Plant	1
13	Grantsville City Plant, Spencer City Plant	1
14	Bens Run City Plant, Pennsboro City Plant	1
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REGION III

DISTRICT #	LOCATION	# OF REPRESENTATIVES
21	24-Hr Station Smithville, Craig Station, Jones Station, Yellow Creek Station, Spruce Run Station, Smithburg Station	1
22	Loup Creek, Oscar Nelson, Huff Creek Station	1
23	Cornwell Transmission, Cornwell Station, Cornwell Telecommunications, Chelyan Transmission, Chelyan Station	1
24	Lightburn Station, Lightburn Transmission, Lightburn Extraction Plant, Lost Creek Storage, Copley Plant, West Union Extraction Plant	1
25	Southern Area Support, Southern Area Headquarters, Belington Station, Belington Transmission	1
26	24 Hour Weston Station, Camden Station, Davis Station, Kennedy Station	1
27	Sweeney Station, Sweeney Transmission, Wolf Run Station	1
28	Sardis Station, LL Tonkin Station, Tonkin Transmissions, Racket-Newberne Station	1
29		
30		

REGION IV

DISTRICT #	LOCATION	# OF REPRESENTATIVES
31	Luthersburg Transmission, Luthersburg Support, G&P Luthersburg, Ardell Transmission, Ardell Stations, Big Run Station, Big Run Waste	1

	Water Treatment	
32	Myersville Station, Leesburg Transmission, Leesburg Station, Chambersburg Station, Loudoun Station, Quantico Station, Perulack Station, Pleasants Valley Station, Ashland Operations, Compression Services MD/VA	1
33	Oakford Station, South Oakford Station, JB Tonkin, T & S Staff, Compressor Services-PA, Telecommunications-Wilkinsburg	1
34	Mamont Transmission, Oakford Transmission	1
35	Crayne Station, Hutchinson Station, North Summit Station, Charleroi	1
36	South Bend Station, Punxsutawney Transmission, Punxsutawney Station, Rural Valley Station	1
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REGION V

DISTRICT #	LOCATION	# OF REPRESENTATIVES
41	Tioga Station, Woodhull Station, Boom Station	1
42	Ithaca Field, Borger Station, Syracuse Station, Horseheads Station	1
43	Schenectady Station, Utica Field, Utica Station, Sheds Station, Brookmans Station	1
44	Quinlan Station, Silver Springs Transmission, Ellisburg Storage, Ellisburg Station	1
45	Leidy Station, Finnefrock Station, Greenlick Station, Leidy Storage Pool, Compressor Services Leidy, Centre Station	1
46	Northern Div. Headquarters, Telecommunications Westfield Area, Westfield Compressor Systems, Sabinsville Transmission, Sabinsville Station	1
47	Genesse Transmission, Genesse Storage, Harrison Storage, Harrison Station, Harrison Transmission, State Line Station	1
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REGION VI

DISTRICT #	LOCATION	# OF REPRESENTATIVES
51	Gilmore Transmission, Beaver Station, Beaver Transmission, Compressor Services – OH, Gilmore Station, Carroll Station, Newark Station	1
52	Groveport Transmission, Groveport Station, Washington Court House Station, Lebanon Station	1
53	Bridgeport Transmission, Bridgeport Station, Morrison Station	1
54	Hastings Extraction Plant	1
55	Burch Ridge Station, Mullet Station, Burch Ridge Transmission, Mockingbird Station	1
56	Hastings Transmission, Hastings Station, Galmish Loading Plant	1
57	DTI Office Administrative Services, Gas Environmental Services Clarksburg, Purchasing & Material Control, Engineering Project Teams, Gas Storage, Maps & Records, Automation & Control Eng, General Accounting, Facilities Management, Fleet, Business Development, Gas Accounting, Land Records	1
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REGION VII

DISTRICT #	LOCATION	# OF REPRESENTATIVES
61	Gassaway City Plant, Summersville City Plant	1
62	Madison City Plant, Logan City Plant	1
63	Milton City Plant, Huntington City Plant	1
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