

**LOCAL 132, UTILITY WORKERS OF AMERICA, AFL-CIO**  
**AMENDED AND RESTATED BY-LAWS**

**Effective Date: Dec 18, 2009**

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## **PREAMBLE**

Local 132, Utility Workers Union of America, AFL-CIO is an organization of members united by our belief in the dignity of workers and by our understanding of the value of the services we provide to the public. Local 132 is dedicated to improving the lives of our members and to enhancing the quality of life in our communities.

Local 132 is an organization of men and women of every race, religion, age and ethnicity who are committed to achieving a workplace and a society where our members and their families have justice, dignity and economic security. To accomplish these goals, we commit to:

- Negotiate labor contracts that protect our wages and working conditions and ensure that we have an effective voice at the workplace.
- Organize new employees and unorganized workers so that we can extend to them the benefits of unionism and grow our collective strength in the utility industry.
- Participate in our democratic institutions in order that our Union maintains a voice in the political, social and economic life of our community.
- 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.
- Work selflessly for the greater good of all members without regard to narrow personal interests.

## **ARTICLE I NAME AND AFFILIATION**

**Section 1.** This organization will be known as Local 132, Utility Workers Union of America, AFL-CIO. Local 132 will always be affiliated with the Utility Workers Union of America. Local 132 will remain affiliated with the Los Angeles County Federation of Labor, AFL-CIO, the California Labor Federation, AFL-CIO and the Gas Utility Workers Council, unless, with prior approval of the National UWUA, the membership votes to disaffiliate from such organizations.

**Section 2.** Where it serves the interests of the membership, Local 132 may affiliate with other labor bodies which are endorsed by the National UWUA.

**ARTICLE II  
JURISDICTION AND OBJECTIVES**

**Section 1.** The jurisdiction of Local 132 includes all employees of Southern California Gas Company for whom Local 132 has or may acquire representational rights. The jurisdiction of Local 132 also includes such other employees in the utility industries who may be organized into Local 132.

**Section 2.** The objectives of Local 132 are:

- (a) To unite all members of Local 132 regardless of race, creed, color, sex, national origin, age, religion, disability or sexual orientation so that we may have solidarity and strength in the workplace and in our communities.
- (b) To maintain and improve through collective bargaining the wages, benefits and working conditions of all members.
- (c) To obtain legislation and regulation which safeguards the welfare of workers in our industry and which protects the interests of consumers and the public in reliable, safe, affordable and environmentally sound utilities.
- (d) To organize unorganized workers so that they may enjoy the benefits of unionism.

**ARTICLE III  
MEMBERSHIP AND DUES AND TRANSFERS**

**Section 1.** Local 132 admits to membership those employees who are within the jurisdiction of Local 132 and who are otherwise eligible for membership under the National UWUA Constitution. The application for membership in Local 132 will contain the following pledge:

“I promise to faithfully observe the By-Laws of Local 132 and the Constitution of the National UWUA; not to divulge the private proceedings of this Union; to faithfully perform all duties assigned to me to the best of my ability and skill; never to discriminate against a fellow worker because of age, race, creed, color, sex or national origin; to conduct myself at all times in such manner so as not to bring reproach upon my Union; and at all times to bear true and faithful allegiance to the Utility Workers Union of America.”

**Section 2.** Membership applications will be submitted to the Executive Board. Current monthly dues or a signed authorization for payroll deduction of dues must accompany the application. If application is made after the 25<sup>th</sup> day of the month, dues will be credited to the following month.

**Section 3.** Membership dues are currently \$24.24 bi-weekly. This amount is subject to the provisions of the National UWUA Constitution. Membership dues for part time employees are in accordance with the 1998 Letter of Agreement with the Company.

**Section 4.** Any assessment or dues increase (over and above annual adjustments pursuant to the UWUA National Constitution) must be approved by a majority of the members voting at regular or special membership meetings. The membership will be given reasonable advance notice by mail of a vote on any such proposed assessment or dues increase.

**Section 5.** Dues will be collected by the Secretary-Treasurer through contractual dues check-off or, in the absence of dues check-off, by Stewards. When a Steward manually collects dues, he/she will provide each member with a dues receipt and remit the dues to the Secretary-Treasurer as soon as practicable.

**Section 6.** A member in arrears for 2 months of dues will be notified and given 30 days to pay outstanding dues. If such member fails to pay outstanding dues within 30 days, he/she will be designated as delinquent and suspended from membership.

**Section 7.** A member suspended for non-payment of dues may apply for reinstatement by remitting to the Secretary-Treasurer all back dues and the current month's dues plus \$5.00. Reinstatement is subject to approval or ratification by the Executive Board.

**Section 8.** Transfer cards may be issued in accordance with the UWUA National Constitution.

#### **ARTICLE IV MEMBERSHIP MEETINGS**

**Section 1.** Regional or area membership meetings will be held at least quarterly. The frequency, number and location of meetings may vary in order to facilitate and encourage membership participation. The President will determine the time and location of regular membership meetings.

**Section 2.** The President is authorized to call special membership meetings. Also, the President will call a special membership meeting when so directed by a majority vote of the Executive Board or upon written request of 5% of the membership.

**Section 3.** Local 132 will provide reasonable advance notice of all regular and special membership meetings in order to encourage and facilitate membership participation.

**Section 4.** Only members in good standing are entitled to attend membership meetings. Other persons may attend only as invited guests.

**Section 5.** The President or, in his/her absence the Secretary-Treasurer, will preside over all membership meetings.

**Section 6.** The Secretary-Treasurer will make a record of the proceedings at membership meetings. In the absence of the Secretary-Treasurer, the President will designate a member to make a record of the proceedings.

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

1. Call to Order
2. Pledge of Allegiance
3. Introduction of officers
4. Report of President
5. Report of Secretary-Treasurer
6. Special communications
7. Unfinished business
8. New business
9. Good and Welfare
10. Adjournment

**Section 9.** Unless otherwise provided, Roberts Rules will govern membership meetings.

## **ARTICLE V OFFICERS AND ELIGIBILITY FOR OFFICE**

**Section 1.** The officers of Local 132 will be President, Secretary-Treasurer, Business Agent, 11 Regional Officers and 3 Trustees. The term for each office will be 3 years. The entire membership may vote for all officers.

**Section 2.** Any member in good standing who has not accepted a regular or temporary management position with the Company at any time during the 12 months prior to April 1 of an election year is eligible to be nominated for the office of President, Secretary-Treasurer, Business Agent or Trustee.\*

**Section 3.** There will be a Regional Officer for each of the Regions listed below.

- Regional Officer For Headquarters (Gas Company Tower, Monterey Park, Olympic

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\* The provision restricting eligibility for office to members who have not accepted a "regular or temporary management position with the Company at any time during 12 months prior to April 1 of an election year " is not retroactive. This provision is effective prospectively beginning with the effective date of the UWUA Local 132 Amended And Restated By-Laws.

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- Regional Officer For Call Centers (Redlands and San Dimas)
- Regional Officer For Inland Empire (Chino, Corona, Fontana, Murrieta and Ramona)
- Regional Officer For South Inland (San Bernardino, Riverside, Palm Desert, Beaumont, Blythe, El Centro, Yucca Valley Satellite, and Redlands Headquarters)
- Regional Officer For San Gabriel Valley (Azusa, Pasadena, Alhambra, Glendale, Brandford, Valencia, Canoga and Industry)
- Regional Officer For North Coastal (Saticoy, Simi Valley, Oxnard, Santa Barbara, Goleta, Santa Maria, San Luis Obispo, Templeton and Chatsworth)
- Regional Officer For San Joaquin Valley (Lancaster, Bakersfield, Porterville, Hanford and Visalia)
- Regional Officer For Pacific Coast (Yukon, 182nd Street, Santa Monica, San Pedro)
- Regional Officer For Orange County (La Jolla, Anaheim, Garden Grove, Aliso Viejo, Santa Ana and Anaheim Headquarters)
- Regional Officer For Metro Northwest (Hollywood, Juanita, Crenshaw and Belvedere)
- Regional Officer For Metro Southeast (Whittier, Downey, Huntington Park, Compton and Compton Headquarters)

**Section 4.** A member in good standing who has not accepted a regular or temporary management position with the Company at any time during 12 months prior to April 1 of an election year is eligible to be nominated for Regional Officer for the Region where he/she is employed‡. ***In other words, Regional Officers are nominated by Region and elected by the entire membership. For***

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† Members who work in other geographic locations but are in Headquarters Region (HQ) by contract will run for office, vote and be serviced by the geographic region in which they are physically based. For example, members in the Branch Offices, Facilities or Fleet, who work in different regions throughout the system, but are in HQ by contract, will be assigned to the geographic region in which they work such as the Inland Empire or Southeast. However, where groups such as the Branch Offices come together system-wide for Shop Committee, they will work directly with the Union Office to help facilitate their unity and strength.

‡ The provision restricting eligibility for office to members who have not accepted a "regular or temporary management position with the Company at any time during 12 months prior to April 1 of an election year " is not retroactive. This provision is effective prospectively beginning with the effective date of the UWUA Local 132 Amended And Restated By-Laws.

*example, only a member employed in the Headquarters Region may be nominated for Regional Officer for Headquarters; but the entire membership will vote for Regional Officer for Headquarters. This reflects the responsibility of each Regional Officer for their particular Region which they service and for the entire membership of Local 132 which they represent on the Executive Board and the Negotiating Committee.*

**Section 5.** No member may accept nomination for more than one office or hold more than one office.

**Section 6.** Additional Region(s) and Regional Officer(s) may be established by the Executive Board if necessary to provide representation for additional employees who are organized into Local 132.

## **ARTICLE VI AUTHORITY AND RESPONSIBILITIES OF OFFICERS**

**Section 1.** President.

- (a) The President is the chief executive officer and principal representative of Local 132 in dealings with employers, other unions, governmental units and the public.
- (b) The President is responsible for enforcing the National UWUA Constitution and the Local 132 By-Laws. The President interprets the Local 132 By-Laws subject to the review and approval of the Executive Board.
- (c) The President may employ or retain such staff and professional personnel as necessary to assist in the operation of Local 132.
- (d) The President will sign all agreements on behalf of Local 132 and will sign/countersign checks with the Secretary-Treasurer. The President may authorize the Secretary-Treasurer to sign an agreement on behalf of Local 132.
- (e) The President is responsible for the day-to-day operations of Local 132, including administering the office, supervising the staff and conducting the correspondence of Local 132.
- (f) The President has the right to act in what he/she believes is the best interest of the members in matters which require immediate attention.
- (g) The President may establish committees and programs to advance the legitimate objectives of Local 132.
- (h) The President may assign the Secretary-Treasurer, the Business Agent, the Regional Officers

and the Trustees additional duties over and above their duties set forth in these By-Laws.

- (i) The President has such other authority and responsibility as the office requires, consistent with the By-Laws of Local 132 and the National UWUA Constitution.
- (j) The President will be a representative/delegate to all conferences to which Local 132 sends representatives/delegates. The President will be a delegate to the National UWUA Convention.

**Section 2. Secretary-Treasurer.**

- (a) The Secretary-Treasurer is responsible for the financial records of Local 132.
- (b) The Secretary-Treasurer will receive and collect all monies due Local 132 and will disburse monies in compliance with these By-Laws. The Secretary-Treasurer will maintain and preserve proper books and records of the finances of Local 132. Such books and records at all times will be subject to inspection by the President and the Executive Board.
- (c) The Secretary-Treasurer will assist the President in the administration of Local 132.
- (d) The Secretary-Treasurer will sign/countersign checks with the President. No check will be issued from Local 132 unless properly signed and countersigned.
- (e) The Secretary-Treasurer will provide a monthly financial report to the Executive Board.
- (f) The Secretary-Treasurer will submit all books and records of Local 132 for semi-annual examination, by the Trustees and for an annual audit by a certified public accountant each year.
- (g) The Secretary-Treasurer will make a record of the proceedings at Executive Board meetings and the proceedings at membership meetings.
- (h) The Secretary-Treasurer will have day-to-day responsibility to oversee the mission of organizing new hires into Local 132.
- (i) The Secretary-Treasurer will be a representative/delegate to all conferences to which Local 132 sends 2 or more representatives/delegates. The Secretary-Treasurer will be a delegate to the National UWUA Convention.

**Section 3. Business Agent.**

- (a) The Business Agent will have day-to-day responsibility to oversee the timely processing of grievances arising under the Agreement with the Company to their conclusion.

- (b) The Business Agent will work with Regional Officers and Stewards to facilitate the processing of grievances.
- (c) The Business Agent, in conjunction with Stewards and the appropriate Regional Officer and the President, will oversee the presentation of grievances for Step 2 hearings with the Company.
- (d) The Business Agent will report each month to the Executive Board on the status of grievances.
- (e) The Business Agent may countersign checks if either the President or the Secretary-Treasurer is unavailable.
- (f) The Business Agent will perform such other duties as may be assigned by the President.
- (g) The Business Agent will be a representative/delegate to all conferences to which Local 132 sends 3 or more representatives/delegates. The Business Agent will be a delegate to the National UWUA Convention.

**Section 4. Regional Officers.**

- (a) Each Regional Officer will have primary responsibility for the processing of grievances within his/her Region through Step 1 of the Agreement with the Company.
- (b) Regional Officers will be responsible to carry out the policies of Local 132 on behalf of the entire membership of Local 132.
- (c) Each Regional Officer will have authority to meet with members within his/her Region regarding workplace issues and contract issues.
- (d) Each Regional Officer will be responsible to coordinate the activities of Stewards within his/her Region.
- (e) Each Regional Officer will have authority to appoint Chief Steward(s) from the ranks of existing Stewards in his/her Region.
- (f) Each Regional Officer will perform such other duties as may be assigned by the President.
- (g) Each Regional Officer will be a delegate to the UWUA National Convention. Prior to the National UWUA Convention, the Executive Board will determine the number of the Regional Officers who may receive lost wages and expense reimbursement as Convention delegates. This determination will be based on the finances of Local 132. Following this

determination, lots will be drawn to determine which Regional Officers will receive lost wages and expense reimbursement as Convention delegates.

**Section 5.** Trustees.

- (a) The Trustees are the financial observers of Local 132.
- (b) On a semi-annual basis, the Trustees will review the financial books and records, the expenditures and the physical assets of Local 132 to assure proper accountability and reporting of all funds, finances and assets.
- (c) Following their semi-annual review of Local 132's books, records, expenditures and assets, the Trustees will attend the next regular Executive Board meeting and report to the Executive Board on the state of Local 132's expenditures, finances and funds. The Trustees may make such recommendations to the Executive Board regarding Local 132's expenditures, finances and funds as they deem appropriate.
- (d) The Trustees will be promptly furnished with a copy of the annual certified audit of Local 132 for their review, and the Trustees will ensure that Local 132 provides a copy of such annual audit to the National UWUA.
- (e) The Trustees will serve on the Local 132 By-Law Committee
- (f) The Trustees will perform such other duties as may be assigned to them by the President.

**ARTICLE VII  
EXECUTIVE BOARD**

**Section 1.** The Executive Board will consist of the President, Secretary-Treasurer, Business Agent, and 11 Regional Officers.

**Section 2.** The Executive Board is the highest decision making body of Local 132 between meetings of the membership. The Executive Board is responsible for ensuring compliance with the By-Laws of Local 132 and the Constitution of the National UWUA. The National UWUA President may designate a representative to attend any meeting or telephone conference.

**Section 3.** The Executive Board will approve or ratify expenditures required for the operation of Local 132 or necessary to promote the legitimate objectives of Local 132. Major business or financial decisions affecting Local 132 will be subject to prior approval by the Executive Board, unless a matter requires immediate action subject to ratification.

**Section 4.** The Executive Board will have final authority to take up all matters involving grievances under the Agreement with the Company.

**Section 5.** Regular meetings of the Executive Board will be held monthly. Special meetings of the Executive Board will be called by the President at his/her discretion or when so directed by a majority of the Executive Board.

**Section 6.** The President will provide reasonable, advance notice of all meetings of the Executive Board. A majority of the Executive Board will constitute a quorum. Each member of the Executive Board has 1 vote. The President only votes to break a tie.

**Section 7.** Between meetings of the Executive Board, the President may conduct a telephone conference of the Executive Board to authorize action on behalf of the Union. The President must provide all members of the Executive Board (including a representative designated by the National UAWA President) advance notice of such a telephone conference. Approval of action by telephone conference requires the affirmative vote of the majority of the entire Executive Board. The President only votes to achieve or defeat an affirmative vote.

**Section 8.** The regular order of business of the Executive Board, which may be changed by vote of the members, is set forth below.

1. Call to Order
2. Pledge of Allegiance
3. Roll call of officers
4. Report of President
5. Report of Secretary-Treasurer
6. Report of Business Agent
7. Special communications
8. Unfinished business
9. New business
10. Good and Welfare
11. Adjournment

**Section 9.** Unless otherwise provided, Roberts Rules of Order will govern Executive Board meetings.

**ARTICLE VIII**  
**SALARIES, ALLOWANCES AND EXPENSES**

**Section 1.** The President will receive a salary equivalent to the highest rate of pay in Local 132 under the Agreement with the Company plus 5%. The President will receive \$200 allowance per month and will be provided suitable transportation as approved by the Executive Board.

**Section 2.** The Secretary-Treasurer will receive a salary equivalent to the highest rate of pay in Local 132 under the Agreement with the Company. The Secretary-Treasurer will receive \$200 allowance per month and will be provided suitable transportation as approved by the Executive Board.

**Section 3.** The Business Agent will receive a salary equivalent to the highest rate of pay under the Agreement with the Company. The Business Agent will receive \$200 allowance per month and will be provided suitable transportation as approved by the Executive Board.

**Section 4.** The President, Secretary-Treasurer and Business Agent will work full time for Local 132. Each will receive benefits which are the same or comparable to the benefits provided under the current Agreement with the Company.

**Section 5.** Each Regional Officer will receive \$100 allowance per month.

**Section 6.** Each Trustee will receive \$25 allowance per month.

**Section 7.** Any member authorized by the President to perform services for Local 132 resulting in lost work time with the Company will be paid his/her scheduled rate by Local 132 according to the current Agreement with the Company.

**Section 8.** An officer or member performing authorized services for Local 132 will be reimbursed by Local 132 for necessary, reasonable and properly documented expenses incurred in the performance of such services. Reasonable and necessary expenses may include expenses for transportation, hotels, meals, postage, and parking. If a personal automobile is used for more than 50 miles in the performance of such services, the Union will pay a mileage allowance at the rate approved by the IRS for mileage in excess of 50 in a month. When officers or members, including delegates, attend a convention or conference on behalf of Local 132, the Executive Board may provide a daily per diem allowance for meals and miscellaneous expenses.

**Section 9.** Requests for reimbursement for reasonable and necessary expenses must be promptly submitted to the Secretary-Treasurer together with an itemized statement and supporting documentation for each expense. Expenses will not be reimbursed to an officer or member who fails to comply with this requirement.

## **ARTICLE IX MONIES**

**Section 1.** Each month Local 132 will remit to the Secretary-Treasurer of the National UWUA the prior month's per capita dues as specified in the UWUA National Constitution.

**Section 2.** From each member's bi-weekly dues, Local 132 will allocate \$1.50 to the Strike Fund and \$1.00 to the Defense Fund. Beginning 6 months prior to the expiration of the Agreement with the Company, Local 132 will allocate the entire \$2.50 to the Defense Fund. Upon ratification of a new Agreement with the Company, Local 132 will resume allocating \$1.50 to the Strike Fund and \$1.00 to the Defense Fund.

**Section 3.** Should the company stop dues check-off during contract negotiations, Local 132 will transfer \$250,000.00 from the Strike Fund to the general operating account. Upon contract ratification, Local 132 will return any unused portion of this money to the Strike Fund.

**Section 4.** All interest accrued by the Strike Fund will remain in the Strike Fund.

**Section 5.** The Strike Fund is for the exclusive benefit of members in good standing during a strike.

**Section 6.** Local 132's officers and employees will be bonded in accordance with the provisions of the Labor-Management Reporting & Disclosure Act and the UWUA National Constitution.

## **ARTICLE X STEWARDS**

**Section 1.** Any member in good standing is eligible to serve as a Steward. Stewards will be selected in each occupational group in each department in such a manner that all members will be represented by a Steward. A Steward will be selected by submitting to the Executive Board a petition signed by members in his/her occupational group. The Executive Board will act on each petition. Upon approval by the Executive Board, the member will be issued Steward credentials. The Union will endeavor to have at least 1 Steward for every 20 members. In the absence of a duly selected and approved Steward, the President will have the authority to appoint a temporary Steward.

**Section 2.** The President, subject to review by the Executive Board, has authority to remove a credentialed Steward for poor performance. The Executive Board has authority to remove a Steward for poor performance.

**Section 3.** If a Steward transfers to a different occupational group/work location, he/she is required to submit a new petition signed by members in his/her new occupational group/work location.

**Section 4.** If a Steward accepts a regular or temporary management position with the Company,

he/she will no longer be eligible to be Steward. The Steward position will be declared vacant and filled in accordance with these By-Laws.

**Section 5.** One or more accredited Stewards in each Region will be designated by the respective Regional Officer as Chief Steward(s). The Chief Stewards will be responsible for monitoring the union bulletin board(s) in his/her base and posting and maintaining Local 132 notices and communications on union bulletin boards. The Chief Stewards will assist the Region Officer of his/her Region in processing grievances through Step 1 of the grievance procedure. The Chief Stewards will be authorized to attend meetings of members and meetings of work related committees within his/her Region.

## **ARTICLE XI ELECTIONS**

**Section 1.** All officers will be elected by secret ballot of the membership. Terms of office for officers elected in the 2010 transition election will commence upon release of the Trusteeship. Thereafter, terms of office will commence April 1, 2013 and April 1 of each subsequent 3-year period. Terms of office will expire on March 31 and terms of the newly elected officers will commence on April 1.

**Section 2.** Not less than 75 days prior to March 31 of an election year, the President will appoint 3 members in good standing, who may not be candidates for office to serve as the Election Committee. The President will designate one member as Chair. The Election Committee, in consultation with the President, will develop and administer Nomination and Election Guidelines which spell out in detail the procedures for a fair, democratic and orderly election in compliance with these By-Laws, the National UWUA Constitution and the Labor-Management Reporting & Disclosure Act.

**Section 3.** No less than 60 days prior to March 31 of any election year, the President in consultation with the Election Committee, will mail to the last known address of each member in good standing a Notice of Nominations and Elections for the offices of President, Secretary-Treasurer, Business Agent, 11 Regional Officers and 3 Trustees. Such Notice will set forth the rules governing nominations, the schedule for nominations, and the election.

**Section 4.** *Nominations for the offices of President, Secretary-Treasurer, Business Agent and each Regional Officer may be presented as individual nominations or as entire slate nominations. In other words, a slate must have a nominee for all 14 offices (i.e., President, Secretary-Treasurer, Business Agent and 11 Regional Officers). A member who is not part of an entire slate may be nominated as an individual for any of these 14 offices. Votes may be cast for an entire slate or for individual candidates, including individuals who are part of an entire slate.*

**Section 5.** Candidates for the offices of President, Secretary-Treasurer, Business Agent and 11 Regional Officers each will be elected by a plurality of valid votes cast for each office (i.e., the candidate with the most votes wins the election for each office).

**Section 6.** A candidate for Trustee cannot be part of a slate. The 3 candidates for Trustee with the highest total of valid votes cast win the election.

**Section 7.** The election will be conducted by secret mail ballot. The mail ballot will be conducted by the American Arbitration Association or an equivalent neutral agency. Ballots will be mailed by first class mail to the last known address of each member in good standing. There will be a minimum of 20 days between the mailing date of ballots and the due date for return of ballots.

**Section 8.** Ballots will be tabulated no later than March 31.

**Section 9.** Newly elected officers will take office on April 1 of the election year. Each outgoing officer will acquaint the successor, if any, with the functions of his/her office.

**Section 10.** Each newly elected officer will sign the following pledge when he/she takes office:

“I promise to perform the duties of my office as required by the Local 132 By-Laws and the UWUA Constitution; to bear true and faithful allegiance to the Utility Workers Union of America, to deliver all books, papers and other property of Local 132 that may be in my possession at the end of my term of office (included monetary advances for expenses); and at all times to so conduct myself as becomes a member of Local 132.”

**Section 11.** Each outgoing officer will deliver to Local 132 all books, papers and other property of Local 132 that may be in his/her possession immediately after the end of his/her term.

## **ARTICLE XII VACANCIES IN OFFICES**

**Section 1.** If the office of President becomes vacant for any reason, the Secretary-Treasurer will become President for the balance of the term.

**Section 2.** If the office of Secretary-Treasurer, or the office of Business Agent, or the office of a Regional Officer, or the office of a Trustee becomes vacant for any reason, the President will appoint, subject to approval by the Executive Board, a member in good standing to fill said office for the balance of the term.

**Section 3.** An office will be declared vacant if the officeholder accepts a regular or temporary management position with the Company. Also, a Regional Officer's office will be declared vacant if such Regional Officer is transferred to a work location that is not within his/her designated Region.

**Section 4.** A member filling a vacancy must satisfy the eligibility requirement of Article V.

## **ARTICLE XIII**

## **GRIEVANCE COMMITTEE**

**Section 1.** The Grievance Committee will consist of the President and 4 Regional Officers selected by the President. Every 6 months, the President will substitute 2 different Regional Officers to serve on the Grievance Committee. The President will only vote in the event of a tie. The Business Agent will attend Grievance Committee meetings.

**Section 2.** The Grievance Committee will convene monthly to review pending grievances arising under the Agreement. The Grievance Committee may seek input from the Executive Board regarding grievance(s). The Grievance Committee will make a good faith and impartial determination regarding the processing and/or arbitration of grievances.

**Section 3.** When the Grievance Committee determines that a grievance is to be settled or that a grievance does not warrant further processing, the member/grievant will be so notified in writing as soon as practicable.

**Section 4.** The Grievance Committee will report the status of pending grievances to the Executive Board.

**Section 5.** A member whose rights or interests are adversely affected by a determination of the Grievance Committee may appeal in writing to the Executive Board. The appeal must set forth the member's facts and arguments supporting his/her appeal. The appeal must be filed with Local 132 within 15 days after notice of the Grievance Committee's determination is first mailed to the member. The Executive Board will issue Local 132's final decision on the appeal.

**Section 6.** A member whose rights and interests are adversely affected by Local 132 Executive Board's final decision on his/her appeal may appeal Local 132 Executive Board's final decision to the National UWUA in accordance with the provisions of the National UWUA Constitution.

## **ARTICLE XIV NEGOTIATING COMMITTEE AND JOINT STEERING COMMITTEE**

**Section 1.** Local 132's Negotiating Committee will consist of the President, the Secretary-Treasurer and the number of Regional Officers (currently 3) needed to fill Local 132's positions on the Joint Steering Committee.

**Section 2.** The Executive Board will elect Regional Officers (currently 3) as Negotiating Committee members and 1 Regional Officer as an alternate.

**Section 3.** When negotiations for a new Agreement with the Company take place through the Joint Steering Committee (JSC) on behalf of all the Unions at the Company, Local 132's Negotiating Committee members will be Local 132's designated representatives to the JSC.

**Section 4.** The Local 132 Negotiating Committee will also participate in meetings with the Company and/or the JSC and/or other Locals as needed to address bargaining matters.

## **ARTICLE XV NEGOTIATIONS AND AGREEMENTS**

**Section 1.** Prior to negotiations for a new/renewal collective bargaining agreement with the Company, the President in consultation with the Executive Board will seek input and recommendations from the membership for bargaining proposals. Any member may submit contract proposals and/or recommendations to Stewards or at membership meetings or at Local 132's offices.

**Section 2.** All membership submissions will be provided to and considered by the entire Executive Board including the Negotiating Committee.

**Section 3.** Any new/renewal collective bargaining agreement with the Company must be ratified by a majority vote of members in good standing. The ratification vote will be by mail referendum under the direction of the President in consultation with the Negotiating Committee.

## **ARTICLE XVI STRIKES**

**Section 1.** No strike will be called without prior authorization by the membership voting by secret ballot and prior approval by the National UWUA President.

**Section 2.** A strike authorization vote will be taken by secret ballot at regional or area or mass meetings as determined by the President in consultation with the Negotiating Committee. Strike authorization requires a majority vote by the members at such meetings. The Negotiating Committee will adopt adequate procedures to ensure the secrecy of each ballot.

**Section 3.** When a strike authorization vote is taken in conjunction with other Locals which are members of the Gas Utility Workers Council (GUWC), the vote will be conducted in accordance with the applicable provisions of the GUWC Constitution.

**Section 4.** A strike authorization vote may be taken simultaneously with a contract ratification vote under Article XV.

**Section 5.** Immediately following a strike authorization vote, the President in consultation with the Negotiating Committee will submit a full report to the National UWUA President for his/her review and determination.

## **ARTICLE XVII CHARGES AND TRIALS**

**Section 1.** Any member in good standing has a right to file internal union charges against another member, alleging misconduct prejudicial to the legitimate interests of the Union (e.g., strike breaking), including misconduct in violation of these By-Laws or the National Constitution. Charges must be signed by the complainant; must allege specific misconduct and the date(s) on which it occurred; and must allege sufficient facts to permit the accused to respond.

**Section 2.** Charges must be filed within 60 days of the time the complainant knew or should have known of the alleged misconduct.

**Section 3.** Local 132 will promptly forward a copy of the charges to the accused.

**Section 4.** The President will designate a Trial Committee consisting of 3 members in good standing. The Trial Committee will choose its Chair. The complainant and the accused will be promptly notified of the Trial Committee members and will be directed to immediately provide to the Trial Committee any evidence and arguments each may have pertaining to the charges. Neither the complainant, nor the accused, nor any member with an apparent conflict of interest will participate on the Trial Committee or on the Executive Board when charges are considered.

**Section 5.** The Trial Committee will determine whether the charges are timely; whether the charges state misconduct for which a member may be charged; and whether the charges are supported by sufficient evidence to warrant a hearing. If the Trial Committee determines that all or a part of the charges are untimely or do not state misconduct or are unsupported by sufficient evidence to warrant a hearing, it will issue a report dismissing such charges.

**Section 6.** If the Trial Committee issues a report dismissing the charges in whole or in part, the complainant may appeal to the Executive Board in writing within 30 days. The appeal must set forth the complainant's arguments in supporting his/her appeal. As soon as practicable, the Executive Board will decide the appeal by affirming the decision of the Trial Committee or by remanding all or part of the charges for hearing before the Trial Committee.

**Section 7.** If the Trial Committee determines that a hearing on all or part of the charges is warranted (or the Executive Board remands all or a part of the charges for hearing), the complainant and the accused will be provided reasonable notice that a hearing will take place before the Trial Committee.

**Section 8.** The hearing will take place as soon as practicable; provided that the complainant and the accused have at least 30 days advance notice. The Trial Committee chair may grant reasonable delays to any party.

**Section 9.** The hearing before the Trial Committee will be fair and impartial. The hearing will be informal. Only members of the UWUA may attend. The complainant and the accused may each represent themselves or may choose to be represented by another member in good standing. Each party will have a right to present evidence and arguments. The accused will be presumed innocent. The complainant will have the burden of proving the charges by a majority of the evidence.

**Section 10.** The Trial Committee will decide questions of order and procedure.

**Section 11.** Within 30 days of the conclusion of the hearing, the Trial Committee will issue a written report and its recommendation on guilt, innocence and penalty. The Trial Committee report and recommendation will be mailed to the complainant and the accused. The Trial Committee report and recommendation will become effective only upon approval by a majority vote of the Executive Board at a regular or special meeting.

**Section 12.** Within 14 days after issuance of the Trial Committee report, and prior to any action by the Executive Board, the complainant and the accused each may make additional written submissions to the Executive Board in support of their respective positions. The Executive Board will approve, reject or modify the Trial Committee report and recommendation and issue Local 132's final decision on the charges.

**Section 13.** The complainant or the accused may appeal from the Local 132 Executive Board's final decision in accordance with the provisions of the National UWUA Constitution.

## **ARTICLE XVIII ELECTION CHALLENGES**

**Section 1.** An election challenge must be filed in writing with the Chair of the Election Committee at the offices of Local 132 within 15 days after an election (i.e. within 15 days after the election results are made available). Any member in good standing may file an election challenge.

**Section 2.** A challenge must describe the alleged misconduct and the date when it allegedly occurred. A challenge must contain a brief statement of facts and be sufficiently specific to permit an investigation. A copy of the challenge will be promptly mailed to the challenged party.

**Section 3.** Neither the challenger nor the challenged party nor any member with an apparent conflict of interest will participate on the Election Committee or on the Executive Board when a challenge is considered.

**Section 4.** The Election Committee will investigate the challenge. If the Election Committee determines that the challenge has not been timely filed; or that the challenge did not allege misconduct which could have affected the outcome of the election; or that the challenge is not supported by sufficient evidence to warrant a hearing; the Election Committee will issue a report and recommendation to the Executive Board dismissing all or part of the challenge.

**Section 5.** If the Election Committee determines that a hearing is warranted on all or part of the challenge, the challenger and the challenged party will be promptly notified by mail of the time and place of the hearing. The hearing will be fair, impartial and informal. Only members of the UWUA may attend. The challenger and the challenged party may each represent himself/herself or may choose to be represented by another member in good standing. The Election Committee will determine all questions of order and procedure.

**Section 6.** After the hearing, the Election Committee will issue its report and recommendation whether or not misconduct occurred which could have affected the outcome of the election. The Election Committee report will be promptly furnished to the challenger, the challenged party and the Executive Board. The Executive Board will consider the Election Committee report and recommendation. The Executive Board will approve, reject or modify the Election Committee report and recommendation and issue Local 132's final decision on the election challenge.

**Section 7.** The challenger or the challenged party may appeal from the Local 132 Executive Board's final decision in accordance with the provisions of the National UWUA Constitution.

**Section 8.** If the Local 132 Executive Board fails to issue a final decision on an election challenge within 45 days after the election, the challenger or the challenged party may appeal directly to the National UWUA within 30 days thereafter in accordance with the provisions of the National UWUA Constitution.

## **ARTICLE XIX BY-LAW COMMITTEE AND BY-LAW AMENDMENTS**

**Section 1.** The By-Law Committee will consist of the President and the Trustees. The By-Law Committee will be responsible to make an investigation and recommendation to the Executive Board on proposed amendments.

**Section 2.** The Executive Board will consider the recommendations of the By-Law Committee and will determine whether or not the proposed amendments should be submitted to the National UWUA for approval. If the Executive Board determines that proposed amendments should be submitted to the National UWUA for approval; and if the National UWUA approves the proposed amendments as required by the National UWUA Constitution; the proposed amendments will be submitted to the membership for approval.

**Section 3.** Local 132 will mail proposed amendments to the membership at least 15 days prior to submitting the proposed amendments to the membership for approval.

**Section 4.** First, the proposed amendments will be presented to the membership at an initial round of regular or special membership meetings. Second, the proposed amendments will be voted upon by the membership at a subsequent round of regular or special membership meetings. The proposed amendments will take effect upon approval by a majority of the members voting at such meetings.

## **ARTICLE XX STANDING COMMITTEES**

The Standing Committees of Local 132 are the By-Law Committee, the Grievance Committee, the Negotiating Committee, the Organizing Committee, the COPE Committee and the Activities Committee. Except as specifically provided otherwise in these By-Laws, the President has authority to appoint members to Committees.