

GAS WORKERS UNION LOCAL G-555 BY-LAWS



**UTILITY WORKERS UNION OF
AMERICA, AFL-CIO**

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Any reference in these By-Laws to the masculine gender, such as he, him, or his, shall also include the feminine gender, such as she, her, or hers.

ARTICLE I

Name and Affiliation

Section 1. This organization shall be known as the Gas Workers Union, Local G-555, of the Utility Workers Union of America, AFL-CIO, hereinafter known as the Local Union.

Section 2. This Local Union shall be affiliated with the Ohio State AFL-CIO.

ARTICLE II

Objects

Section 1. The object of this Local Union shall be to develop a more unified Local Union and more complete organization of all wage earners under its jurisdiction, to assist its members in obtaining adequate compensation for their labor and the general improvement of the conditions under which they work. Through united action, it shall strive to protect, maintain and advance the common interest of the members, to create better working conditions, and to promote higher standards of living. It shall be the object and duty of the Local Union to organize its jurisdiction completely and fully. This Local Union shall, as an affiliate of the Utility Workers Union of America, carry out all of the objects and purposes of the Utility Workers Union of America (hereinafter National Union).

Section 2. To secure legislation safeguarding the economic and social welfare of the workers in the industry.

ARTICLE III

Membership

Section 1. The membership of this Local Union shall be comprised of active employees of Dominion Energy Ohio (formerly known as Dominion East Ohio) who work in the territory over which this Local Union has been granted jurisdiction and who are eligible for membership under the Constitution of the National Union. The membership of this Local Union shall include all workers of Dominion Energy Ohio, its successors, subsidiaries, affiliates, mergers, acquisitions and/or any employers and/or any work force who are or may subsequently be eligible for membership in the Local Union. Any member who becomes a full-time Officer or District Representative of the Local Union or National Union shall remain a member of this Local Union subject to all of its rules and regulations. Any member who has been terminated from employment by Dominion Energy Ohio shall retain all rights and privileges of membership as long as there remains pending an active grievance under the collective bargaining agreement between the Local Union and Dominion Energy Ohio challenging the termination.

Section 2. In order that the Local Union may be governed by the democratic rule of the members, it shall be the duty of each member to attend all of the regular monthly and special meetings of the Local Union and its Districts.

Section 3. There shall be no discrimination against any member or any applicant for membership by reason of race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, age, marital status, pregnancy, military or veteran status or disability.

Section 4. Every member of this Local Union shall adhere to the terms of the National Union Constitution, the Local Union By-Laws, and the working rules promulgated with these By-Laws, in regard to his rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

Section 5. Every member of this Local Union authorizes the 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 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 manner as the Local Union, or its Officers, deem to be in the best interest of the membership. The Local Union, its Officers, Representatives, and Business Agents may decline to process any grievance, difficulty, or dispute if in their judgment such grievance, difficulty, or dispute lacks merit.

Section 6. No member shall interfere with the Local Union's Officers, Representatives, Business Agents or Stewards in the performance of their duties, and each member shall, when requested, render assistance and support as may be required, provided that this does not interfere with his rights as an individual. Each member shall adhere to the terms and conditions of the applicable collective bargaining agreement and shall refrain from conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

Section 7. "Member in good standing" as used in these By-Laws means an individual who meets the requirements for membership in this Local Union and is current in the payment of initiation fees, monthly dues, service fees, assessments and any and all other financial obligations owed to the Local Union. Provided, that members who have been terminated from employment by Dominion Energy Ohio shall be excused from the payment of dues and all other financial obligations as long as there remains pending an active grievance under the collective bargaining agreement between the Local Union and Dominion Energy Ohio challenging the termination.

ARTICLE IV

Executive Committee

Section 1. The Local Union shall be divided into Districts, in order to provide geographical representation for the members. Each District shall be entitled to a District Representative for each sixty (60) members or fraction thereof, located therein, as determined by the payroll deduction for January of each year. However, a minimum number of District Representatives in each District shall be maintained as follows: Akron-6 (consisting of 2 at Eastwood, 2 at Springside, 2 at Wilbeth), Ashtabula-1, Canton-2, Cleveland-8 (consisting of 2 at E. 55th, 2 at

Eastern, 2 at Northeast, 2 at Western), Lima-2, New Philadelphia/Marietta-2, N. Canton-1, Youngstown-2.

The District Representatives shall be members of the Local Union Executive Committee and shall be eligible to act as National Union Convention Delegates by virtue of such election.

All District Representative elections scheduled for 2020 will be for a one (1) year term. Beginning with the 2021 elections, the term for all District Representatives will be three (3) years.

Section 2. The Local Union Executive Committee shall consist of the Executive Board Officers and District Representatives and shall be the governing body of the Local Union and shall have the right to change the Districts so that complete and fair representation shall always be maintained.

Section 3. There will be three (3) Executive Committee meetings a year to be called by the Executive President of the Local Union. Special meetings of the Executive Committee may be called by the Executive President at any time for reasons deemed by him sufficient or whenever conditions may warrant it. The Executive President shall call a special meeting of the Executive Committee upon written application to him of five (5) District Representatives. The call of any special meeting shall state the purpose thereof and no business shall be transacted except as set forth in the call. Voting on any question by the Executive Committee will be conducted on the basis of a system of points, as follows: Each District will be entitled to one (1) point for each member as determined by the most recent payroll deduction, and the total points of such District will be divided equally among the Executive Committee members from such District. There will be no unit vote or caucuses within Districts at Executive Committee meetings.

Section 4. No member shall be eligible for nomination or election as an Officer or District Representative in this Local Union unless he has been a member in good standing for two (2) years continuously prior to nomination for election. However, if a District of this Local Union has not been in existence the time herein required, a nominee or candidate for office must be a member in continuous good standing for at least one-half of the period of time since the District has been established by the Local Union.

Section 5. The term of office for District Representative shall be three (3) years and shall begin on the first business day in April of the year in which the election occurs. In the event a District Representative is temporarily unable to fulfill the duties of this office, the Executive President of the Local Union shall designate some other officer of the District to act in such capacity. In the event a vacancy occurs in a District Representative's office by reason of death, resignation, retirement from Dominion Energy Ohio or otherwise, the Executive President of the Local Union shall appoint a member of the Local Union from the District and Shop where the vacancy exists to serve until the next regularly scheduled election is held. Appointment of a District Representative by the Executive President requires a majority vote of approval by the Executive Committee. If for any reason a District Representative elected at one of the Local Shops in the Cleveland or Akron Districts named in Article IV, Section 1 of these By-Laws is voluntarily or

involuntarily transferred to a location other than that to which they were elected, they shall vacate the position immediately even if they remain in the same District.

Section 6. No candidate, including a prospective candidate, for any office in this Local Union or affiliated body, and no supporter of a candidate or prospective candidate may solicit or accept financial support or any other direct or indirect support of any kind (except an individual's own volunteered personal time) from a non-member of the National Union.

Section 7. Roll call of Officers for the purpose of voting shall be rotated alphabetically.

Section 8. Any Local Union Officer, Representative or Steward, upon applying for a Management position with Dominion Energy Ohio, shall immediately resign from the Local Union office he is holding and will remain ineligible for any elected or appointed Local Union positions for a period of two (2) years from the time of most recent application for Management position.

Section 9. The Executive Board and the Executive President shall determine the total number and selection of Delegates to be sent to the National, State, and Local Conventions, State and Industrial Councils and any other groups where representation from this Local Union is required.

ARTICLE V

Executive Board

Section 1. The Local Union Executive Board shall consist of the Executive President, Executive Vice-President, Executive Secretary, Executive Treasurer and Business Manager.

The Executive Board Officers shall be nominated and elected from the entire membership of the Local Union and when elected to office, shall also be elected as Delegates to the National Union Convention. The nomination and election process for Executive Board Officers and the voting ballots shall include the designation "UWUA National Delegate."

By virtue of their election to office, the aforementioned officers comprise the Executive Board and are members of the Executive Committee.

Section 2. The term of office for the aforementioned Executive Board Offices shall be three (3) years and shall begin on the first business day in November of the year in which the election occurs. Nominations shall be held in September, at the regular monthly meeting of each District. In accordance with the Labor-Management Reporting and Disclosure Act of 1959, as amended, notification of nominations and pending elections shall be posted and mailed to each member's last known home address at least fifteen (15) calendar days prior to said meeting. In an election year, the September meetings shall be held no later than the 21st day of the month. Elections shall be held in each District in the last full week of October on a day so designated by the Election Committee. No member shall accept nomination for or hold more than one (1) office on the Executive Board simultaneously.

In the event a vacancy occurs on the Executive Board, with the exception of the Executive President, by reason of death, resignation, retirement from Dominion Energy Ohio or otherwise, the Executive President of the Local Union shall appoint a member of the Local Union from the Executive Committee to serve until the next regularly scheduled election is held. In the event an Executive Board Officer is temporarily unable to fulfill the duties of their office for a period of thirty (30) calendar days or more, the Executive President of the Local Union shall designate some other District Representative to act in such capacity for a period not to exceed one (1) year.

Section 3. The Executive Board shall enforce the laws of the National Union, the Local Union By-Laws, the instructions of the Local Union, and its own decisions. It shall report upon all matters which in its judgment require consideration by the Local Union or which may have been submitted to the Executive Board.

The Executive Board may recommend that the Local Union hire business agents, office personnel, or other employees when they are needed, subject to approval of the Executive Committee at a regular or special meeting. The Executive Board shall have power, subject to the provisions of these By-Laws, to appoint subcommittees from the Local Union membership. The Executive Board shall have the power to receive and hear complaints filed against any member or members and act as a Trial Committee, pursuant to procedures hereinafter contained, in the trial of accused members. When a member of the Executive Board is an interested party or a witness to any proceeding, he shall be automatically disqualified from sitting as a member of the Trial Committee. The Executive Board shall fix the compensation of any Officer or employee, subject to the approval of the Executive Committee at regular or special meetings.

Regular meetings of the Executive Board may be called by the Executive President. Whenever a majority of the Executive Board requests the Executive President to call a meeting thereof, it shall be mandatory that he do so. A majority of the Executive Board shall constitute a quorum and shall be qualified to transact such business as may properly be considered at such meeting. The decisions of the Executive Board shall be decided by a majority vote of those members present.

ARTICLE VI

Executive Officers Duties

Section 1. The **Executive President** of the Local Union shall be the principal executive officer of the Local Union. He shall be a member of the Executive Committee and shall preside at all its meetings, and shall appoint all committees with the approval of the Executive Board and be a member ex-officio of same. In all proceedings, discussions and decisions of the Executive Committee, and of every other committee within the Executive Committee, he shall have a full voice. He shall enforce order within the Local Union and strict observance of the Local Union By-Laws and National Union Constitution, and shall have full charge of the supervision of all overall work. He shall sign and enforce all orders of the Executive Committee and shall authorize the payment by the Executive Treasurer of all legitimate expenses incurred by himself, the Executive Board, the Executive Committee, District Representatives or Stewards, on Local Union work in line with their duties. He shall determine all questions of the interpretation of

these By-Laws and shall perform such other duties as are designated in these By-Laws or are necessary to protect and promote the interests of the Local Union. He shall be a delegate to the National Convention by virtue of his office. He shall notify all members of the Executive Committee of all committee appointments, who is on the committee, the purpose of the committee and when they are to meet. The Executive President, being a full-time officer of the Local Union may not hold any other elected office.

Section 2. The **Executive Vice-President** shall perform the duties of the Executive President in the absence of that officer. He shall be a member of the Executive Committee and shall preside at meetings when called upon by the Executive President to do so or when the Executive President may be temporarily unable to discharge those duties. He shall perform other such duties that are usual to the office of the Executive Vice-President. If the Executive Vice-President is designated as the second full-time officer of the Local Union, he or she may not hold any other elected office.

In the event a vacancy occurs in the office of the Executive President due to death, resignation, retirement from Dominion Energy Ohio or otherwise, the Executive Vice-President shall fill the unexpired term of the Executive President.

Section 3. The **Executive Secretary** shall be a member of the Executive Committee and shall keep a correct and impartial account of the proceedings of each meeting of the Executive Committee and Executive Board. He shall furnish the Chairman of each committee a copy of such resolutions as may be adopted by the Executive Committee and the Executive Board applicable to the committee's respective duties. He shall notify the National Union Secretary-Treasurer of the names and addresses, with proper zip codes, of all officers elected to office within fifteen (15) calendar days after the election. He shall, on the behalf of the Local Union, receive all official communications and correspondence, except that addressed to the Executive Treasurer. He shall keep all membership records and application cards, and a record of all members admitted by initiation or otherwise, as well as rejections and suspended and expelled members. He shall forward to the National Union Secretary-Treasurer the names and addresses, with proper zip codes, of all members of the Local Union and every month shall submit all changes of addresses, and the names of all members initiated or readmitted as well as those suspended for non-payment of dues or for any other cause. He shall perform other such duties that are usual to the office of Executive Secretary. If the Executive Secretary is designated as the second full-time officer of the Local Union, he or she may not hold any other elected office.

Section 4. The **Executive Treasurer** shall be a member of the Executive Committee and shall be responsible for all financial records and transactions. He shall collect all dues and other revenues of this Local Union and issue official receipts for the same. If the Executive Treasurer is designated as the second full-time officer of the Local Union, he or she may not hold any other elected office.

It shall be the duty of the Executive Treasurer to receive all moneys paid to the Local Union, giving receipt for same, announcing receipts and disbursements at each meeting, he shall deposit all moneys in a bank, keep a correct record of all dues payments and all other money received and expended, submit financial statements as required by law, pay all bills ordered by the Local

Union when signed by the Executive President. He shall submit his books and receipts to a certified Auditor to audit, when called upon to do so, and at the expiration of his official term of office shall turn over to his successor all moneys and property of the Local Union that may be in his possession.

All funds shall be deposited in a Federal Deposit Insurance Corporation (FDIC) insured financial institution in the name of the Local Union, subject to an order signed by the Executive President and Executive Treasurer.

The Executive Treasurer shall promptly forward to the National Union Secretary-Treasurer an accurate record of all dues payments and other revenue, and the names and addresses of all other persons from whom which revenue is derived.

The Executive Treasurer shall promptly forward to the National Union Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of liabilities and a statement of receipts and disbursements which are required by law.

Section 5. The **Business Manager** shall be a member of the Executive Committee and shall assist the Executive President and/or the Executive Vice-President in conducting the business of the Local Union. He shall perform other such duties that are usual to the office of Business Manager. If the Business Manager is designated as the second full-time officer of the Local Union, he or she may not hold any other elected office.

Section 6. It shall be the duty of all Executive Board Officers at the expiration of their term in office to turn over all records, in an orderly fashion to their successor in office.

Section 7. All Executive Board Officers shall be required to attend two-thirds of their District's Regular Monthly meetings per calendar year. Provided, however, that when any Executive Board Officer is unable to attend a regular monthly meeting due to a valid excuse, he shall notify another Executive Board Member in writing no later than fourteen (14) calendar days after said meeting. The validity of the excuse will be reviewed by the remaining members of the Executive Board and if the remaining members of the Executive Board determine the excuse to be valid the Executive Board Officer shall be recorded in the minutes as having been in attendance. Any Executive Board Officer found to have not met this requirement may be called in front of a Local Union Trial Committee and will be subject to penalty which may include removal from office.

ARTICLE VII

Collective Bargaining

Section 1. The authority to bargain collectively for the Local Union and its membership shall be vested in the Wage and Grievance Committee, subject to the mandate of the Executive Committee.

Section 2. The Wage and Grievance Committee shall consist of the Executive Board and four (4) members of the Executive Committee, plus one (1) alternate, so appointed by the Executive President, upon approval of the Executive Board.

Section 3. The results of the collective bargaining negotiations shall be subject to ratification by the concerned membership of the Local Union on a date designated by the Executive President. The voting shall be conducted by secret ballot either by mail or in-person voting as determined by the Local Union Executive Board. Each member shall be provided a reasonable opportunity to vote. It shall take a simple majority of those members voting to accept and ratify a contract offer.

Section 4. No strike shall be called by this Local Union unless the membership has been notified of such consideration of such strike action at a special or regular meeting, and the members at such meeting by a majority vote approve strike action. Membership approval of strike authority may be taken prior to commencement of negotiations.

Section 5. The National Union shall be notified in writing when any collective bargaining negotiations have been concluded and be advised of the number of employees covered. A true copy of all collective bargaining agreements, immediately upon examination, is to be filed with the National Union.

ARTICLE VIII

Charges, Trials and Appeals

Section 1. Any member may prefer charges against a member(s) or officer(s) of this Local Union. Charges must be made within sixty (60) calendar days of when the charging party became aware or reasonably should have become aware, of the alleged offense. Such charges shall be made in writing in duplicate and personally delivered or sent by registered mail to the Executive Secretary. The charge shall be signed by the charging party and must set forth the specific violation(s) or wrong(s) charged and the date(s) upon which the alleged offense(s) occurred. Charges must also include a brief statement of the facts upon which the charges are based which must be sufficiently specific so as to permit the charged party a fair opportunity to prepare a proper defense.

Section 2. The Executive Board shall be the Trial Committee, except where an Executive Board member is the charged or charging party or will be a witness. In such circumstance the remaining members of the Executive Board shall then appoint a disinterested member of the Executive Committee as a substitute. The charging party shall be notified by the Executive Secretary to immediately forward to the Trial Committee any evidence, including written statements and exhibits that they have to support the charges.

Section 3. The Trial Committee shall convene and review the charges. If the Trial Committee determines the charges in whole or in part have not been properly or timely filed, do not state a chargeable offense, or are not supported by the evidence provided by the charging party, the Trial Committee shall render a report dismissing all or portions of the charges.

Section 4. If the Trial Committee finds there is sufficient evidence to warrant a trial on some or all the charges, a hearing will be scheduled. A written copy of such charges, specifying the

nature of the offense of which he is accused, shall be served by the Executive Secretary upon the charged party personally or by certified mail. The hearing will be scheduled as soon as reasonably possible and the charging party and the charged party shall be notified of the hearing by certified mail at least ten (10) calendar days in advance of when a formal hearing will take place before the Trial Committee. The Trial Committee, in its sole discretion, may grant a reasonable delay to the charged or charging party as warranted by the circumstances.

Section 5. The charged party may act as his own representative or choose to be represented by one (1) member of the Local Union in good standing. If the charged party deliberately absents himself from the hearing, without being excused by the Trial Committee, the Trial Committee may proceed as if he were present. If the charging party deliberately absents himself from the hearing, without being excused by the Trial Committee, the Trial Committee shall dismiss the charges.

Section 6. The Trial Committee shall conduct a fair and impartial hearing with the charging party and the charged party both given full opportunity to make opening statements, to be present throughout the hearing to offer evidence and witnesses, to confront and cross-examine witnesses to support their positions and to make a closing statement. All questions of order, procedure and admissibility of evidence shall be determined by the Trial Committee and its decision shall be final. The charging party shall be required to proceed first and have the burden of proving charges by a preponderance of the evidence. There shall be a presumption of innocence in favor of the charged party.

Section 7. Within thirty (30) calendar days of the conclusion of the hearing, the Trial Committee shall prepare a written report with its determination as to the guilt or innocence of the charged party on each charge. A majority vote of the Trial Committee members is required for a finding of guilt. If the Trial Committee finds the charged party guilty, it shall then by majority vote determine the proper penalty which may include reprimand, fine, suspension, prohibition from running for office and/or expulsion from membership. The penalty, if any, determined by the Trial Committee shall be included in its written report. The charging party and charged party shall receive a copy of the report by certified mail.

Section 8. The decision of the Trial Committee shall be deemed final unless the individual(s) against whom said decision shall have been rendered, files with the Executive Secretary, a written request to appeal the decision to the membership of the concerned District(s) of the Local Union or the general membership of the Local Union as may be applicable within fifteen (15) calendar days of receipt of the Trial Committee decision.

Anyone appealing the decision of the Trial Committee shall be permitted to present his case to the general membership of the concerned District(s) of the Local Union or the general membership of the Local Union as may be applicable and shall thereafter be temporarily excused from the meeting during the discussion and voting following his presentation. A two-thirds (2/3) vote of the general membership of the concerned District(s) or of the Local Union present shall be required to overrule the decision of the Trial Committee. Further appeal rights to the National Union are set forth in Article XIV, Member Charges, Section 18-A through Section 20-A of the National Union Constitution.

Section 9. Subject to the provisions of applicable statutes, every member or officer of this Local Union who is aggrieved by a decision made pursuant to this Article VIII agrees, as a condition of membership or affiliation and continuation of membership by affiliation, to exhaust all remedies provided for in these By-Laws and the Constitution of the National Union, and further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

ARTICLE IX

Finances

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

Section 2. All applicants for membership will be required to sign an application for membership card; pay any initiation fees, dues, or service fees as established; and thereafter be received into the Local Union at a regular District membership meeting. In order to facilitate the collection of dues, it shall be the policy of the Local Union to have all members subscribe to the practice of having their monthly dues deducted from their paychecks.

Membership initiation fee is \$2.00. Local Union dues will be adjusted annually and be posted in accordance with the Constitution of the National Union as deemed appropriate by the Local Union Executive Board. The Local Union shall allot three percent (3%) per month out of each member's dues to his District.

Section 3. The Local Union shall pay per capita to the National Union in accordance with the Constitution of the National Union.

Section 4. Any member whose initiation fees, dues, service fees, or assessments are not being deducted from his earnings shall be required to make payment of such amounts to the Executive Office on or before the monthly due date.

Section 5. Any increase in initiation fees, dues, service fees, district allotments, or any assessments which have not been mandated by the National Union Convention, shall be made in accordance with the following procedure:

- a. Reasonable notice shall be given by the Executive Secretary to the membership at least fifteen (15) calendar days prior to any regular or special meetings at which the membership will consider the proposed increase. The notice shall indicate that an increase or assessment is to be voted on.
- b. Voting shall be conducted by secret ballot either by mail or by in-person voting, as determined by the Executive Board, according to Article X, Section 2.
- c. A majority vote of the members in good standing voting shall be required to constitute acceptance of the proposed increase in initiation fees, dues, service fees, assessment and or adoption of an assessment.

- d. No assessment will be valid unless the National Executive Committee has given approval.

Section 6. All financial records of the Local Union shall be kept as required by law.

Article X

Nominations, Elections and Voting

Section 1. Any member is eligible for office unless excluded by these By-Laws, the National Constitution, or by Federal laws.

Section 2. All nominations for Officers of this Local Union shall be made in open meetings. Voting shall be conducted by secret ballot either by mail or in person voting as determined by the Executive Board. When voting is conducted in-person, the Executive President shall appoint no less than two (2) members to receive and count the ballots at each voting location. The Election Committee shall count the ballots when voting is conducted by mail. There shall be no write in candidates or voting by proxy.

Section 3. Candidates for any office in this Local Union must have been a member in good standing for at least two (2) years prior to nomination for election. However, if a District of this Local Union has not been in existence the time herein required, a candidate must be in continuous good standing for at least one-half of the period of time since the District has been established by the Local Union.

Section 4. The Executive President, with the approval of the Executive Board, shall appoint from the Executive Committee an Election Chairman, and Election Committee of not less than three (3) and not more than five (5) members. Any member who is a candidate for office in that election shall not be eligible to serve on the Election Committee. Questions regarding the rules of the election are to be made in writing to the Election Chairman. All election related questions (e.g., eligibility of candidates for office, or eligibility of voters), will be interpreted and decided by the Election Chairman, in consultation with the Election Committee.

Section 5. In accordance with the Labor-Management Reporting Disclosure Act of 1959, as amended, notification of nominations and pending elections shall be posted and mailed to each member's last known home address at least fifteen (15) calendar days prior to a nomination meeting and/or election.

The Executive Board Officers shall be nominated and elected from the entire membership of the Local Union, and when elected to office, shall also be elected as Delegates to the National Union Convention. The nomination and election process for Executive Board Offices and the voting ballots shall include "UWUA National Convention Delegate".

Nominations for Executive Board Offices are to be made at the regular September meetings of the District in the year offices are to be filled. In an election year, the September meetings shall be held no later than the 21st day of the month. Elections shall be held in each District in the last full week in October on a day so designated by the Election Committee. No member shall accept

nomination for or hold more than one (1) office of the Executive Board simultaneously. Terms of office for all Executive Board Officers shall be for a period of three (3) years.

Section 6. The District Representative(s) shall be nominated and elected from the membership of their respective Districts, except for those positions in the Cleveland, Akron Districts named in Article IV, Section 1 of these By-Laws which shall be nominated and elected from the membership of their respective Local Shops. When elected to office, the District Representatives shall also be eligible as Delegates to the National Union Convention, as per Article IV, Section 1. The nomination and election process for District Representative Offices and the voting ballots shall include “UWUA National Convention Delegate”.

Nominations for District Representatives and District Board Officers are to be made at the regular February meeting of each District in the year offices are to be filled. In accordance with the Labor Management Reporting and Disclosure Act of 1959, as amended, notification of nominations and pending elections shall be posted and mailed to each member’s last known home address at least fifteen (15) calendar days prior to said meeting and/or election. District Representatives shall be elected in March, on a date which shall be no less than twenty-five (25) calendar days after nominations have been taken. Voting shall be conducted by secret ballot either by mail or in-person as determined by the Executive Board.

Section 7. Each candidate shall be allowed to designate Election Observers who shall be permitted to observe the conduct of the election and the counting of the ballots. Each candidate may name one (1) Election Observer to be at each polling place in which that candidate is on the ballot. Candidates may choose to be their own Election Observers. Only Local Union members can serve as election observers.

Section 8. Election to any office shall require a simple plurality of those members voting, and in the event of a tie vote, the election shall be decided by a flip of the coin. If only one candidate is validly nominated for any office that candidate shall be declared duly elected.

Article XI

District Organization

Section 1. The members in each District shall constitute a District, and they shall elect these District Officers, a Chairman, a Vice-Chairman, Secretary, Treasurer, and Sergeant-at-Arms.

Section 2. The District Board will consist of a Chairman, Vice Chairman, Secretary, Treasurer, and Sergeant-At-Arms.

Section 3. A member, elected or appointed, to the District’s Board must meet the requirement set forth in Article X, Section 3.

Section 4. The members of the District shall meet at such times and places as the District Board shall determine, provided, however, that the Chairman may call special meetings when he deems the same necessary and shall call special meetings upon written demand of five (5) of the

members of his District. No business shall be transacted at such special meetings other than that mentioned in the call. A strict and permanent record of sign-in sheets shall be kept by each District and forwarded to the Local Union office on a monthly basis.

Section 5. The District shall hold no less than nine (9) regular monthly meetings each calendar year.

Section 6. A quorum shall consist of seven (7) members assembled at a regular or special meeting, called in accordance with these By-Laws, unless a lesser number is voted on by the District Board, and approved by the Local Union Executive Board. The District members in attendance and constituting a quorum, shall be qualified to transact such business as may properly be considered at such meeting.

Article XII

District Officer Responsibilities and Terms of Office

Section 1. Officer Descriptions and Duties

Chairman: He shall preside at all meetings of the District and meetings of the District Board. He shall appoint District committees, with the approval of the District Board and Local Union Executive Board, not otherwise provided for in these By-Laws, and perform other duties as are necessary to protect and promote the interest of the District and the Local Union. He shall have the authority to call a meeting of the District Board at any time that, in his judgment necessitates it. He shall call special meetings of the District when requested by the Executive Board, or as provided for in these By-Laws. He shall sign all orders and official documents of the District, and shall authorize the payment by the District Treasurer of all District expenses. In the event of a District Board vacancy, the Chairman shall appoint an eligible member of the District to serve until the next regularly scheduled election. By virtue of the office, the Chairman has no collective bargaining responsibility or obligations and is not an “officer” “representative” or “steward” for purpose of Section 2.2 of the collective bargaining agreement between the Local Union and Dominion Energy Ohio.

Vice-Chairman: He shall perform all duties of the Chairman in his absence. In the event a vacancy occurs in the office of Chairman due to resignation, retirement from Dominion Energy Ohio, death, or otherwise, the Vice-Chairman shall perform the Chairman duties until such vacancy is filled by an election as provided for in Article X. The Vice-Chairman shall also preside at meetings when called upon by the Chairman and at times when the Chairman may temporarily be unable to perform his duties.

Secretary: The Secretary of the District shall keep the minutes and attendance records of all District Board and District membership meetings and make a proper record of the same. He shall forward a copy of all minutes and attendance records to the Local Union Office on a monthly basis. He shall read a summary of the minutes of the previous month’s District membership meeting at all regular District membership meetings.

Treasurer: He shall receive all money from dues and all other sources giving a receipt for the same. He shall give the Treasurer's report at the regular monthly membership meeting of the District. He shall keep accurate accounts and submit them to auditors for their approval when called upon to do so. He shall deposit all money in the bank so designated by the District. He shall release to his successor at the expiration of his term all records and money of the District that are in his possession.

Sergeant-at-Arms: He shall assist the Chairman in the preservation of order and perform other duties as ordered by the Chairman. He shall be responsible for admittance of members to meetings, ensuring all members and guests sign the official roster. He may verify the good standing of members before admittance to meetings.

Section 2. Terms of office for all elected Officers of the District shall be for a period of three (3) years. The term of office for the aforementioned District Offices shall be three (3) years and shall begin on the first business day in April of the year in which the election occurs.

Section 3. In the event a vacancy occurs in a District office by reason of death, resignation, retirement from Dominion Energy Ohio, or otherwise, the District Chairman shall appoint an eligible member of the District to serve until the next regularly scheduled election.

Section 4. All Stewards shall be appointed by the District Representative. They shall keep members well informed on all Local Union matters, and are responsible to their District Representatives. The number of Stewards that each District Representative appoints will be subject to the approval of the Local Union Executive Board. All Stewards will serve at the discretion of the appointing District Representative.

Section 5. All District Officers shall be required to attend two-thirds of their District's Regular Monthly meetings per calendar year. Provided, however, that when any District Officer is unable to attend a regular monthly meeting due to a valid excuse, he shall notify the Executive Secretary in writing no later than fourteen (14) calendar days after said meeting. The validity of the excuse will be reviewed by the Executive Board and if the Executive Board determines the excuse to be valid the District Officer shall be recorded in the minutes as having been in attendance. Any District Officer found to have not met this requirement may be called in front of a Local Union Trial Committee and will be subject to penalty which may include removal from office.

ARTICLE XIII

Procedure and Debate

The meetings of this Local Union and its District subsidiary bodies shall be governed by the manual of common procedure, rules of debate and order of business, set forth in the Constitution of the National Union and by the latest edition of "Robert's Rules of Order Newly Revised" except as otherwise provided herein. Every member shall follow and be subject to such rules governing debate.

ARTICLE XIV

Property Rights

Section 1. The title to all property, funds, logos and other assets of this Local Union shall at all times be vested in the Local Union Executive Board for the joint use of the membership of this Local Union, but no member shall have any severable property right, title or interest therein.

Section 2. Membership in this Local Union shall not vest any member with any right, title, or interest in or to the funds, property, logos or other assets of this Local Union, now owned and possessed or that may hereinafter be acquired, and each member hereby expressly waives any right, title or interest in or to the property of this Local Union, including the funds of this Local Union.

ARTICLE XV

Amendments

Section 1. Amendments to the Local Union By-laws may be made by the Executive Committee, providing the same shall first have been filed with the Executive President, by an affirmative vote of three-fourths (3/4) of the points voted. Such amendments shall be submitted to the Districts for ratification. Each District shall vote upon the question of ratification by balloting at a District meeting, and upon count thereof, if two-thirds (2/3) of the ballots cast by the membership of the Local Union voting on such questions is in the affirmative, then such amendment shall be adopted. The amendment to be voted on shall be read at one (1) regular District meeting and voted on at the next regular District meeting. 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 times be subordinated to the National Constitution, as it may be amended. If any conflict should arise between the By-laws of this Local Union, or any amendments thereto, and the National Constitution, or any amendments thereto, the provisions of the National Constitution shall control.

ARTICLE XVI

Order of Business

1. Opening
2. Installation of Officers
3. Roll call of Officers
4. Reading of the previous month's minutes
5. Communications and Bills
6. Officers' report
7. Unfinished business
8. New business
9. Treasurer's report
10. Adjournment

Local G-555 By-Laws Committee:

Jim Davis, Chairman

Debbie Moffitt

Dominic Rios

Milt Franklin

Josh Thornton

Executive Committee:

Eddie Hall - Executive President
JJ Popio - Executive Secretary
Wil Soto - Business Manager
Jim Davis
Jim DeNigris
Kristi Grossholz
Mike McNeeley
Nate Nelson
Robert Newsome
Dominic Rios
Paul Sandella
Eric Schiavoni
Travis Woodside

Robyn Arbogast - Executive Vice-President
Paul Talboo - Executive Treasurer
Terrell Chapman
Tamara Davis
Milt Franklin
Debbie Moffitt
Kelly Nalbach
Andy Newsome
Michael North
Tim Reindel
George Smith
Josh Thornton
Jim Welsh