

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joint application of Peoples Natural Gas	:	
Company, LLC, Peoples TWP, LLC and	:	
Equitable Gas Company, LLC for all of the	:	
authority and the necessary certificates of	:	
public convenience: 1) to transfer all of the	:	
issued and outstanding limited liability	:	
company membership interest of Equitable	:	
Gas Company, LLC to PNG Companies, LLC;	:	Docket Nos. A-2013-2353647
2) to merge Equitable Gas Company, LLC with	:	A-2013-2353649
Peoples Natural Gas Company, LLC; 3) to	:	A-2013-2353651
transfer certain storage and transmission assets	:	
of Peoples Natural Gas Company, LLC to	:	
affiliates of EQT Corporation; 4) to transfer	:	
certain assets between Equitable Gas Company,	:	
LLC and affiliates of EQT Corporation; 5) for	:	
approval of certain ownership changes associated	:	
with the transaction; 6) for approval of certain	:	
associated gas capacity and supply agreements;	:	
and 7) for approval of certain changes in the tariff	:	
of Peoples Natural Gas Company, LLC	:	

**PETITION TO INTERVENE OF
UNITED STEELWORKERS INTERNATIONAL UNION,
on behalf of LOCAL 12050**

Pursuant to 52 Pa. Code §§ 5.71, *et seq.*, the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO/CLC, on behalf of its Local 12050 (hereinafter referred to together as “Union”) hereby petitions to intervene in the above-captioned proceeding. In support of this petition, the Union states as follows:

1. On or about March 18, 2013, Peoples Natural Gas Company, LLC; Peoples TWP, LLC (hereinafter referred to together as “Peoples”); and Equitable Gas Company, LLC

("Equitable") filed a joint application ("Application") with the Commission seeking approval for the proposed merger of Equitable, with and into Peoples, as well as related transactions, as set forth in the Application.

2. Notice of the Application was published in the *Pennsylvania Bulletin* on March 30, 2013. A deadline of April 15, 2013, was established by the Commission for the filing of Protests and Petitions to Intervene.

3. The Union seeks to intervene and participate as a full party in this proceeding, and requests that it be placed on the Commission's official Service List for this docket.

4. All correspondence and pleadings on this docket should be directed to the Union's counsel in this matter:

Amanda M. Fisher
Assistant General Counsel
United Steelworkers Legal Department
Five Gateway Center, Suite 807
60 Boulevard of the Allies
Pittsburgh, PA 15222
412-562-2567
afisher@usw.org

5. Pursuant to 52 Pa. Code §§ 1.53 and 1.54, counsel consents to service of all documents by electronic mail.

6. Eligibility to intervene in Commission proceedings is governed by the Commission's regulations found at 52 Pa. Code § 5.72. Pursuant to this regulation, a petition to intervene is appropriate when the petitioning party has an "interest which may be directly affected and which is not adequately represented by existing participants, and as to which the petitioner may be bound by the action of the Commission in the proceeding." *Id.*

7. The Union has such an interest. The Union is the authorized collective bargaining representative of approximately 180 employees of Equitable Gas Company, LLC ("Equitable").

(Relevant portions of the Collective Bargaining Agreement, specifically, the Recognition clause are attached hereto as Exhibit A). The Union seeks to participate in this proceeding to ensure that its interests and the interests of its members are fully protected and represented in this matter.

8. No other party represents the interests of the Union in this proceeding.

WHEREFORE, the United Steelworkers, on behalf of its Local 12050, respectfully requests that the Pennsylvania Public Utility Commission grant it party status in the above-captioned matter.

Respectfully submitted,

/s/ Amanda M. Fisher

Amanda M. Fisher
Assistant General Counsel
United Steelworkers Legal Department
Five Gateway Center, Suite 807
60 Boulevard of the Allies
Pittsburgh, PA 15222
412-562-2567
afisher@usw.org

DATED: April 12, 2013

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA FIRST-CLASS MAIL

Allison C. Kaster, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265
akaster@pa.gov

Sharon Webb, Esquire
Office of Small Business Advocate
300 North Second Street, Suite 1102
Harrisburg, PA 17101
swebb@pa.gov

John F. Povilaitis
Alan M. Seltzer
Buchanan Ingersoll & Rooney PC
409 North Second Street, Suite 500
Harrisburg, PA 17101-1357
John.Povilaitis@bipc.com
Alan.Seltzer@bipc.com

Michael W. Gang
Christopher T. Wright
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
mgang@postschell.com
cwright@postschell.com

David W. Gray, Esquire
General Counsel
Equitable Gas Company LLC
225 North Shore Drive
Pittsburgh, PA 15212
dgray@equitablegas.com

Darryl Lawrence
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
dlawrence@paoca.org

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815-2036
scott.j.rubin@gmail.com

Todd S. Stewart, Esquire
Thomas J. Sniscak, Esquire
William E. Lehman, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
P. O. Box 1778
Harrisburg, PA 17105
tsstewart@hmslegal.com
tjsniscak@hmslegal.com
welehman@hmslegal.com

/s/ Amanda M. Fisher

Dated: April 12, 2013

EXHIBIT A

OK
Amid

AGREEMENT
Between
EQUITABLE GAS COMPANY, LLC
a subsidiary of
EQT CORPORATION
and
UNITED STEELWORKERS, AFL-CIO-CLC
and its
LOCAL UNION 12050

THIS AGREEMENT made and entered into as of the 7th day of July, 2012, by and between EQUITABLE GAS COMPANY, LLC a subsidiary of EQT Corporation, its successors and assignees, hereinafter referred to as the "Company" and UNITED STEELWORKERS, AFL-CIO-CLC on behalf of itself and of its Local Union 12050, its successors and assignees, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Company is a public utility engaged in the business of furnishing natural gas to the public in Western Pennsylvania and elsewhere, and is subject to regulation by the Public Utility Commission and obligated to furnish adequate and continuous service; and

WHEREAS, the parties hereto recognize that the continuity of such service is of vital importance to the public and that any unjustified strike or lockout resulting in the closing down or inefficient operation of the business of the Company is against the interest of the public, the employees of the Company, and the Company; and

WHEREAS, the Pennsylvania Labor Relations Board has certified to the Company in Cases No. C-3007 and R-3008 that the Union has been designated as the exclusive representative of the Company's Distribution Department employees, excepting employees engaged in a supervisory capacity, and excepting all clerical employees located outside of district distribution offices, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, the representatives of the Union who have signed this Agreement have been duly chosen and authorized by the members of the Union to negotiate and to execute this Agreement for and in behalf of all the aforesaid employees; and

WHEREAS, the parties hereto have reached an agreement as a result of collective bargaining and for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the employees, the Company, and the general public may mutually benefit, and the parties hereto contract and agree with each other as follows:

ARTICLE I - RECOGNITION

1. The Company, pursuant to and relying upon the aforesaid certification to it by the Pennsylvania Labor Relations Board recognizes the Union as the exclusive representative of the various Divisions of the Distribution Department in Pennsylvania (Region A, Region B, and the Meter Shop) excepting employees engaged in a supervisory capacity, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

2. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union nor because of activities therein, nor shall the Union or its members or representatives intimidate or coerce employees of the Company into membership or solicit membership on Company time or property.

3. It shall be a condition of employment that all regular employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or execution date, whichever is the latter, shall remain members in good standing and those who are not members on the effective date of this Agreement or execution date, whichever is the latter, shall by the thirtieth day following the effective date of this Agreement or execution date, whichever is the latter, become and remain members in good standing in the Union. It shall be a condition of employment that all regular employees covered by this Agreement hired on or after its effective date or execution date, whichever is the latter, shall by the thirtieth day and following the completion of the probationary period become members and remain members in good standing in the Union.

4. The Company will deduct monthly dues, assessments and initiation fees as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union. Deduction authorization cards will be submitted to the Company by the Financial Secretary of the Local Union at intervals no more frequent than once each month. Deductions on the basis of the authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such card or in the month when such card becomes effective, whichever is later. Dues for a given month shall be deducted from the second pay closed and calculated in the same month. In case of earnings insufficient to cover deductions of dues, the dues shall be deducted from the next pay in which there are sufficient earnings; however, no more than two months' dues will be deducted in any one month. The International Secretary-Treasurer of the Union shall be provided with a list of those employees for whom double deductions have been made.

The Union will be notified of the reason for non-transmission of dues in case of transfer out of the bargaining unit, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.

Unless the Company is otherwise notified, the only deductions to be made from the pay of the employee for payment to the Union shall be the monthly Union dues. The Company will deduct initiation fees when notified by the Union and assessments as designated by the International Secretary-Treasurer. The International Secretary-Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

5. a. There will be no discrimination in the administration of this Agreement because of sex, race, creed, handicap or disability, color, religion, age, national origin, disabled veterans, or veterans of the Vietnam era.

b. As used herein, masculine pronouns and the word "man" in the text and in job titles are intended to include both male and female employees.

6. For purposes of this Agreement, the terms District, Reporting Location, Region and Remote Reporting Location and "Bubble" Location shall have the following meaning:

a. **District** – Geographic territory comprised of one or more municipalities and/or city wards and is the geographic area in which street crews are normally assigned. The Company, in its sole discretion, can make changes to the Districts. As of the effective date of this Agreement, the current Districts are Mt. Nebo, Etna, Carnegie, South Side, City, McKeesport, West Mifflin, Ginger Hill and Waynesburg.

b. **Reporting Location** – is an Equitable Gas Company facility where an employee (who is not subject to home-based reporting under Appendix 6) starts and ends his/her work day. The Company, in its sole discretion, can make changes to the Reporting Location. As of the effective date of this Agreement, the current Reporting Locations for bargaining unit employees are North Shore, Corliss, Mt. Nebo, Etna, McKeesport, Ginger Hill and Waynesburg.

c. **Region** - A geographic territory comprised of a combination of districts. The Company, in its sole discretion, can make changes to the Regions. As of the effective date of this Agreement, the Regions are Region A and Region B.

d. **Remote Reporting Location or "Bubble" Location** – See District above.

e. **Current Operational Structure:**

Region A

Corliss

- City District
- Carnegie District
- South Side District

Mt. Nebo

- Mt. Nebo District

North Shore

Etna

- Etna District

Region B

Ginger Hill

- Ginger Hill District

McKeesport

- West Mifflin

- McKeesport

Waynesburg

- Waynesburg District

ARTICLE XII - TERM OF AGREEMENT

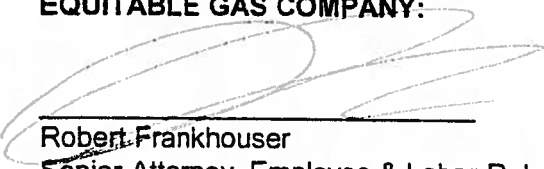
1. This Agreement settles for its term all matters between the parties and supersedes all previous agreements and understandings relative to matters contained herein and is to commence upon July 7, 2012 and expire at 12:01 a.m. on July 8, 2015. Should either party to this Agreement desire to discontinue or modify the Agreement at the expiration of the Agreement, July 8, 2015, or any annual extension thereof not less than sixty (60) days' notice of such intent must be given in writing prior to such termination date. Any notice given under this Article shall be by certified mail and must be received by the other party within the time limit specified.

2. During the term of this Agreement, the parties will meet and negotiate a new wage scale for employees hired after the effective date of this Agreement.


3. In the event that either party to this Agreement, does not less than sixty (60) days prior to the termination of this Agreement or any annual extension thereof, give notice of its desire for a discontinuance or modification of this Agreement, it will be the duty of both parties to meet not less than forty-five (45) days prior to the expiration of the Agreement or any annual extension thereof, for the purpose of attempting to negotiate a new agreement for such subsequent year. During such negotiations this Agreement shall remain in full force and effect.

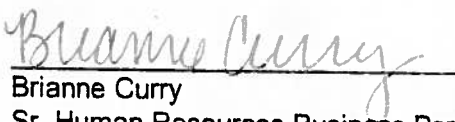
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers and representatives and thereunto duly authorized as of the day and year first above written.

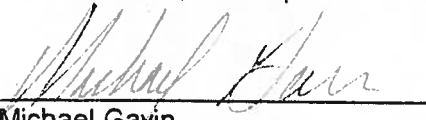
EQUITABLE GAS COMPANY:



Robert Frankhouser
Senior Attorney, Employee & Labor Relations



Henry Rettger
Vice President, Customer Operations


Wesley Soyster
Vice President, Field Operations


Brianne Curry
Sr. Human Resources Business Partner

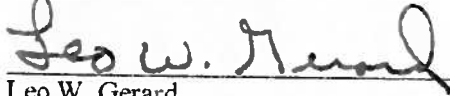

Michael Gavin
Director, Operations


John Mackin
Director, Operations

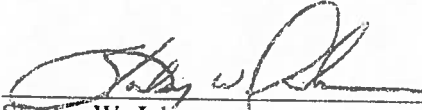

Karen Skovran
Director, Operations

**United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union, AFL-CIO-CLC**

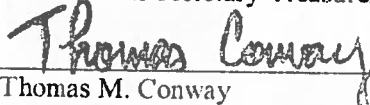
LU 12050



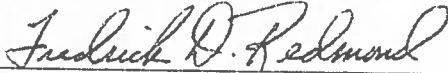
Leo W. Gerard
International President



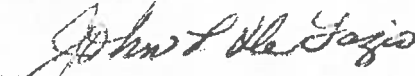
Stanley W. Johnson
International Secretary-Treasurer



Thomas M. Conway
International Vice President - Administration



Fred Redmond
International Vice President - Human Affairs



John P. DeFazio
Director, District 10

Equitable Gas Company

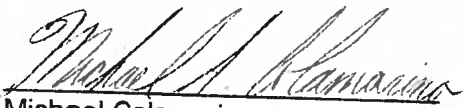
1-4
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12/11/12

UNITED STEELWORKERS, AFL-CIO-CLC:



Charles F. Leonard
Staff Representative

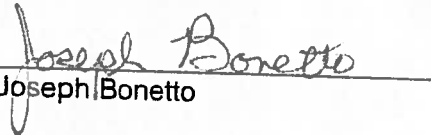
LOCAL 12050, UNITED STEELWORKERS:



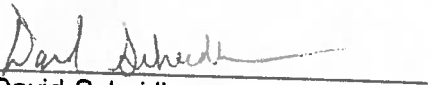
Michael Colamarino
President



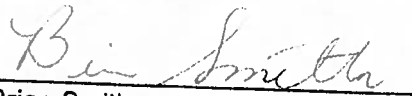
Joshua Cascone
Recording Secretary



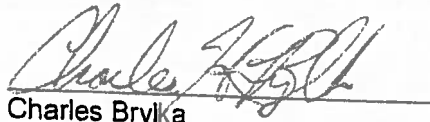
Joseph Bonetto



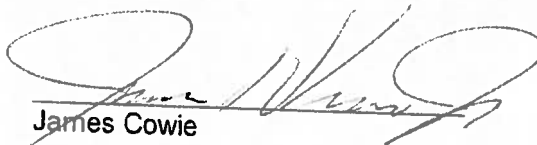
David Scheidhauer



Brian Smith
Vice President



Charles Brylka



James Cowie