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BC | 7805

COLLECTIVE BARGAINING AGREEMENT

Between

ONONDAGA COUNTY WATER AUTHORITY

And

**TEAMSTERS LOCAL 317
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

For The Term

January 1, 2007 through December 31, 2009

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AUG 10 2009

ADMINISTRATION

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	APPENDIX A-WAGES	

THIS AGREEMENT is made this 1st day of January, 2007 by and between the ONONDAGA COUNTY WATER AUTHORITY, herein after referred to as the Employer, Authority or OCWA and the TEAMSTERS Local 317, International Brotherhood of Teamsters, herein after referred to as the Local or Union.

The parties signatory hereto desire to insure the peaceful settlement of disputes between employer and employees, to establish amicable relations between such employer and employees and to stabilize employer and employee relationship for a definite period of time.

ARTICLE 1 - RECOGNITION

The Authority recognizes the Union in accordance with PERB Case No. C0297 and the decision made on December 11, 1968.

ARTICLE 2 - SEVERABILITY

If the enactment of legislation or a determination by a Court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this agreement, it shall not affect the validity of the rest of this agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE 3 - MANAGEMENT RIGHTS

This agreement constitutes the entire agreement between the parties and there are no other agreements expressed or implied.

During the term of this agreement, neither party will be obligated to collectively negotiate with respect to any subject or matter covered by the agreement or with respect to any subject or matter not specifically covered.

This agreement may be amended or supplemented only by further written agreement by the parties. A party desiring amendment or supplement will so notify the other party in writing stating the substance of the amendment or supplement desired; but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

OCWA hereby retains and reserves unto itself all right, power, authority, duty and responsibility conferred upon and vested in it by the laws of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by OCWA and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to employees represented by the union, be limited only by the specific and express terms of this agreement. OCWA shall also have the authority in its sole discretion to determine, and make rules and regulations concerning the allocation and use of all OCWA vehicles and equipment including any vehicles and equipment currently assigned to or being used by any OCWA employee.

ARTICLE 4 CHECKOFF – UNION DUES DEDUCTIONS

1. Employees, members of the Union, shall tender the monthly membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues form.

2. Each payday, in accordance with the terms of the form of authorization for Payroll Deduction of Union Dues hereinafter set forth, the Authority agrees to deduct uniform Union membership assessments, initiation fees and dues levied in accordance with the amount certified by the Union from the pay of each employee who executes or has executed the following authorization for payroll deduction of Union dues form:



APPLICATION AND NOTICE

For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

I solemnly submit this application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of this Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, will be notified or request collective bargaining agreements, can file Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of this Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, living benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by Federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law I may elect "nonmember" status, and can satisfy my contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the general portion of regular Union dues or fees that are not germane to collective bargaining contract administration and grievance adjustment, and I can require this Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance of the collective bargaining representative activities in which, in its discretion, it may or may not become an objective. I understand that nonmembers who choose to object to paying the pro- and non-germane portion of regular Union dues or fees that are germane to collective bargaining will be entitled to a reduction in fees based on the above mentioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedure for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

NAME	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>PHONETIC ALI</u>	Company
Address	_____			Union
City	_____			Zip Code
Employer	_____			Employment Unit
State	_____			Phone
City	_____			Zip Code
Home Phone	_____			
Date of Birth	_____			Social Security No.
Have you ever been a member of a Teamsters Local Union? _____				
If yes, of what Local Union No. _____				

NAME OF APPLICANT	SIGNATURE OF APPLICANT
Write Copy to Local Union	Mark Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fee and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is an irrevocable and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is longer, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment, or my desire to revoke same.

Signature _____

Social Security Number _____ **Date** _____

Address _____

City _____ **State** _____ **Zip Code** _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Write Copy to Local Union	Write Copy to Company	Write Copy to Applicant
---------------------------	-----------------------	-------------------------

3. Payroll deduction of Union dues, membership assessments, initiation fees under all properly executed authorization for payroll deduction of Union dues forms, shall become effective on the effective date of this agreement and shall be deducted each pay period thereafter until revocation.

4. Deductions shall be remitted to the designated financial officer of the Union, with a list of those from whom dues have been deducted once a month.

5. The Union will indemnify and save OCWA harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by OCWA in reliance upon dues deduction authorization cards furnished by the employees and/or Union.

ARTICLE 5 - AGENCY SHOP

Employees have the right to join, not join, maintain or cancel their membership in the Union at any time. Neither the Authority nor the Union shall exert any pressure upon an employee to join, or not join, the Union.

The Union is required to represent all employees in the bargaining unit fairly and equally.

In accordance with Civil Service Law, Section 208, the Authority agrees to deduct from the employees' salaries that are not members of the Union, an amount of money equal to the regular and usual dues that are paid by the employees in the bargaining unit who are members of the Union. For present employees, such payments shall commence 91 days following the effective date or date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start 91 days following the date of employment.

The Union shall indemnify, defend and hold OCWA harmless against any and all claims, demands, suits or other liability (monetary or otherwise), and for all other acts which may occur in connection with compliance with the agency shop provisions.

ARTICLE 6 - NO INDIVIDUAL AGREEMENTS

The Authority agrees that it will not request any of its employees to enter into a written or verbal agreement in conflict with this agreement.

ARTICLE 7 - USE OF BULLETIN BOARD

It is agreed that the Union may have reasonable use of the Authority bulletin boards, for the purpose of posting notices with regard to meetings, or matters of special interest to the employees.

ARTICLE 8 - EQUAL OPPORTUNITY

When the Authority needs additional, full-time, non-competitive employees, the Union shall be given equal opportunity with all other sources to provide suitable applicants, but the Authority shall not be required to hire those referred by the Union. The Union Steward shall be notified of all job openings covered in this contract. The Union shall have five workdays to refer an applicant.

ARTICLE 9 - SENIORITY

1. Seniority shall prevail at all times and for all purposes pertaining to the bargaining unit of the Union, provided the employees are ready, willing, able and capable of performing the work available. Seniority shall only apply when not in conflict with the Civil Service rules or laws. A seniority roster of all employees, showing names, position and dates of entering service shall be posted in a place accessible to all employees affected.
2. The roster will be revised and posted in January of each year and will be open to protest and correction for a period of 30 days and upon proof of error presented by an employee or their representative, such error will be corrected.
3. A written copy of all rosters posted and corrections made shall be made available to the office of the Business Agent of Local 317 as soon as such roster or changes are posted.
4. Seniority is retroactive to the first day of employment after the employee has completed their probationary period. Where two or more employees enter their duties at the same hour on the same day, the employer shall designate the rank of such employees.
5. In the event of a layoff, the most junior employees shall be laid off first. Senior employees shall be allowed to bump less senior employees, provided the remaining employees are ready, willing, able and qualified to perform the available work. This paragraph shall not supersede Civil Service Law. When employees are recalled to work, they shall be recalled in the reverse order of their layoff, provided they are qualified to do the work available. The Authority shall be the sole judge of qualifications.

6. Regular employees shall receive two weeks notice of layoff or two weeks pay in lieu thereof. This notice requirement shall not be required for employees called back for extra work, which is three weeks or less in duration.

7. Regular employees on layoff shall be given preference for extra work available before extra employees are used. Extra employees shall not be used at all as long as regular employees are on layoff and are available for work.

8. Any employee granted a leave of absence not exceeding six months shall retain his seniority standing. If the Company grants a leave of absence to any employee, a written copy shall be sent to the Union.

9. Employee's seniority shall be broken only if the employee quits, if the employee is discharged for cause and the discharge is upheld, or is laid off for a continuous period of over one year, or is notified by mail to return to work in five work days and does not return, for proven illness or as provided herein.

10. Seniority shall be considered respecting promotions, demotions or transfers from one type of work to another. The employer shall be the sole judge of ability. Seniority of a regular employee is the total length of service (including previous service) with any and all predecessor corporations provided any transfers from one such corporation to another corporation are made while such corporations were part of the System.

11. Regular employees promoted to a position outside the unit have up to five months to make their decision from the date of the promotion to either:

A. Withdraw from the unit, indicating they accept the promotion, or

B. Decline the promotion and return to their previous job title immediately prior to their promotion with no break in their seniority in the previous title.

Employees that are promoted out of the unit, having held the promotion for a period of over five months, will lose their seniority in the previous job title. If, for any reason, they return to the unit, after withdrawal from the unit, they will then be considered the junior employee in that title and their seniority date for that title will start on the day they return back to work in title. The new seniority date will prevail in that title until there is no one in that title with more seniority, and at that time his seniority date will revert back to his first day of employment for that title.

ARTICLE 10 - JOB STEWARDS

Two (2) regular employees of the Authority shall be named Stewards. The Stewards shall be appointed by the Union and one Steward will be allowed time to file grievances pursuant to this contract. Both Stewards shall be allowed time to attend and participate in negotiations and arbitration hearings with OCWA. The Job Steward shall obtain permission from his or her immediate supervisor and provide a minimum of 24 hours prior notice, unless otherwise mutually agreed. With respect to pay for time consumed in negotiations and arbitration, the cost of such pay shall be shared equally by the Union and the Authority.

ARTICLE 11 - JOB CLASSIFICATIONS. WAGE SCHEDULES, WORK WEEK

1. PART-TIME employees are employees who normally work less than 31 hours per week.
2. TEMPORARY employees are employees hired for a specific job, limited duration not exceeding six months, except that this period may be extended for another six months by mutual agreement. The Authority and the Union will discuss those cases where, in the opinion of either, the use of a temporary employee continues so long as to indicate that a regular job exists.
3. PROBATIONARY employee is an employee that was hired to fill a:
 - A. Regular, non competitive position, who before being advanced to the status of a regular employee, must undergo a period of probation of 8 to 26 weeks or 8 to 52 weeks duration as prescribed by Civil Service Law, which may be extended when mutually agreed to by the employer and the Union, during which time the employee's qualifications can be determined;
 - B. Regular, competitive position under a Provisional appointment to the position, who before being advanced to the status of a regular employee must pass the assigned civil service exam for the position, and whose final rating in the examination must equal or be higher than the rating of the third highest ranking eligible on the list who has indicated willingness to accept such appointment, and must serve the established minimum probation period after being appointed;
 - C. Regular, competitive position from the Civil Service list for the position, who before being advanced to the status of a regular employee, must undergo a period of probation of 8 to 26 weeks or 8 to 52 weeks duration as prescribed by Civil Service Law, during which time the employee's qualifications can be determined.

D. Regular, competitive position from the Civil Service list for the position, under a Contingent Permanent appointment, who must wait for the position to become unencumbered before being advanced to the status of a regular employee and must undergo a period of probation of 8 to 26 weeks or 8 to 52 weeks duration as prescribed by Civil Service Law. The position becomes unencumbered when the employee who vacated the position attains permanent status in the position to which that employee was promoted.

Civil Service procedure shall be followed in the event the above procedure should conflict with present or adopted procedures.

The basic hourly rate of a probationary employee is the minimum hourly rate as shown in the wage schedule for the employee's assigned pay group.

4. REGULAR employees are employees on the active payroll who are not classed as temporary, probationary, or part-time.

5. DAY WORKERS are employees who are normally required to work eight (8) hours per day, Monday through Friday, between the hours of 8 a.m. and 4:30 p.m. Whenever practicable, the above employees will be granted a 15 minute coffee break in the midmorning. Said break to be taken in the work area.

6. SHIFT WORKERS are employees working on a job which is operated 24 hours a day, seven days a week, and who rotate regularly as to the hours of the day and the days of the week.

7. SCHEDULED WORKERS are employees other than shift workers or day workers who work according to a regular schedule of hours at different times of the day and/or on different days of the week as required in the routine conduct of the Authority's business, including Saturdays, Sundays and Holidays.

8. NEW JOBS: When a new job or title is created, the Union shall be notified and the parties shall meet at the request of the Union to fix the job compensation, and if it is decided to be within the unit.

9. A. WORK-DAY-WEEK-HOURS: Except as otherwise provided herein, there shall be maintained a basic workday of 8 hours and a basic workweek of 40 hours for all regular and probationary employees. Work in excess of 40 hours per week shall be paid on an overtime basis. The overtime rate shall be one and one-half times the employee's hourly rate as defined herein. The employer shall have the right to change working hours upon one (1) working day's advance notice to the Union up to 2 hours per day.

B. HOURS for construction crews and facilities maintenance employees only will be 7:00 a.m. to 3:30 p.m. on a year round basis.

10. DAY WORKERS: The normal work schedule of day workers is as follows:

Employees working in	Hours Weekly	Start Work	Stop Work	Lunch
OFFICE	40	8:00 a.m.	4:30 p.m.	½ hour
ENGINEERING	40	7:00 a.m. 7:30 a.m. 8:00 a.m.	3:30 p.m. or 4:00 p.m. or 4:30 p.m.	½ hour
METER REPAIR	40	8:00 a.m.	4:30 p.m.	½ hour
METER READERS	40	8:00 a.m.	4:30 p.m.	½ hour
GARAGE & FACILITIES	40	7:00 a.m.	3:30 p.m.	½ hour

11. WORK HEADQUARTERS: The workday for field workers will commence and terminate at the assigned operating headquarters. All travel time between such operating headquarters and field locations shall be considered time worked. Employees scheduled to report directly to a job site will be paid at the applicable rate and allowed the difference in time it normally takes from their home to normal operating headquarters and return; i.e. if it takes ½ hour normally to travel to assigned headquarters and the assignment requires the employee to travel an hour to reach the job site, then the additional ½ hour spent traveling directly to the job site will be considered time worked. The reverse procedure to return home from the job site will also be treated in this manner, based on an 8-hour day. The Authority may, at its discretion, allow the employee to report to the job site ½ hour later than normal starting time and to leave the job site ½ hour earlier than normal quitting time, to return home. If the Authority does not furnish transportation, the employee will be paid mileage per the contract for the additional miles traveled in excess of the normal mileage to and from the employee's normal headquarters.

12. SHIFT WORKERS: shall work in accordance with schedules posted from time to time and shall be compensated as follows:

1st Shift:
Midnight - 8:00 a.m.

2nd Shift:
8:00 a.m. - 4 p.m.

3rd Shift:
4 p.m. - Midnight

42 hours per week
straight time (2 hrs.
being the premium for
working the 1st. shift)

Regular hourly rate

42 hours per week
straight time (2 hrs.
being the premium for
working the 3rd shift)

Shift workers rescheduled to work a shift without 24 hours advance notice shall be paid at the rate of 1 ½ times the employee's hourly rate for the first rescheduled shift worked.

Premiums not pyramided: Night premiums provided for in this Article shall not be paid concurrently with any premiums payable on the same day because of a change of schedule without adequate advance notice.

Shift workers are to work eight hours per shift and a basic workweek of 40 hours.

13. SCHEDULED WORKERS: Shall work in accordance with schedules posted from time to time and are to work eight hours per shift and a basic workweek of 40 hours.

14. WAGE SCHEDULE: During the term of this agreement, the wages for all positions covered herein shall be listed on Appendix A. Any salary increase shall become effective on **January 2, 2007**. Thereafter salary increases are effective the first full pay period in January in each year of the term of this contract.

Probationary employees shall be paid on an hourly rate basis as established for the appropriate pay group.

Any employee who is up-graded or promoted shall receive an increase in pay to the nearest increment step of the new job title that is at least \$.25 per hour higher than the employee's present rate, not to exceed the maximum. Any employee who is transferred will not suffer a decrease in pay. An employee shall be on probation for 8 to 26 weeks or 8 to 52 weeks as proscribed by Civil Service Law.

Regular employees shall receive the Union negotiated increases effective as of January 2, 2007, January 1, 2008, January 6, 2009. Step increases will be effective on the first pay period following the anniversary of their first day of employment or the anniversary of their most recent promotion, whichever is the most recent.

All jobs listed in this Article have three step increases, one for each year of employment. A newly hired employee would then receive the maximum in their title after completing three years with the Authority.

Wage schedule by job titles from January 2, 2007 through December 31, 2008. Please refer to Appendix A of this Agreement attached hereto and made a part of this Agreement.

15. PAYROLL PERIOD: is from Tuesday to the following Monday and all employees shall be paid on the Thursday after each pay period.

16. OVERTIME WORK: is performed under any of the following conditions: (a) work in excess of eight hours per day, Monday through Friday; (b) time worked in lieu of any portion of a regular employee's scheduled vacation; (c) work performed on any day observed as a scheduled holiday; (d) work in excess of 40 hours in any one week.

17. **PREARRANGED OVERTIME WORK:** is overtime work of which the employee was notified while at work on a schedule or rescheduled tour of duty. When an employee is notified to report for prearranged overtime work, and the employee reports for work, but was not notified of cancellation, a minimum of 12 hours in advance, the employee shall be paid for two hours at the time and one-half (1½) rate. If the employee could not be reached and notified that the prearranged overtime work was canceled, the employee shall not be compensated for the two hours at the overtime rate. Should the employee work more than two hours but less than four hours, the employee will be paid for four hours at the overtime rate.

18. **CALL DUTY** is performed by the employee listed on the call duty roster on Monday through Friday from 4:30 pm to 8 am on the following morning and on Saturdays, Sundays and Holidays from 8:00 am to 8:00 am. OCWA reserves the right to eliminate call duty.

When an employee is on call duty they shall receive 4 ½ hours at the employee's hourly rate on all days except Sundays and holidays, when the employee shall receive 6 hours at the employee's hourly rate, as time worked. The employee shall be paid at the applicable overtime rate for all worked performed when called out, which rate on Sundays and holidays shall be at double time.

A Call Duty employee shall not remain on the emergency site after the Call Out personnel arrive unless the Call Out list has been exhausted or unless instructed to stay by a supervisor on site.

19. **CALL OUT** is a communication to an employee while off duty directing the employee to proceed immediately to one of the Authority's operation centers to engage in work. The employee will be paid a minimum of 2 hours at the applicable wage rate. Any employee who works beyond the minimum 2 hours shall be paid an additional ½ hour for travel. One travel allowance shall be allowed per day or work period whichever is longer.

Call Out shall be done on a rotating basis by classification. When an employee is not available or refuses the call, that employee goes to the bottom of the list of that job classification for Call Out.

Call Out in satellite locations (Canastota, Fairmount and Oswego) shall be done on a rotating basis by classification and will be directed to employees regularly assigned to those locations first.

20. **COMPENSATION FOR SCHEDULE TIME NOT WORKED:** Required attendance at meetings pertaining to Authority activities, such as first aid and safety meetings, shall be held on Authority time.

21. **REST PERIOD COMPENSATION:** The purpose of rest period compensation time is to provide an employee a rest period after the completion of an emergency or

work period. This benefit applies to those who have worked a minimum of two (2) hours and to 2:00 a.m. (one hour earlier for Garage and Facilities employees on all hours herein) or later and whose work at this time is not during the employee's shift or scheduled work period. Those employees shall be entitled to a two-hour rest period. Employees who have worked two hours or more and have worked anytime between the hours of 1:00 a. m. and 4:00 a.m. shall be entitled to a four-hour rest period.

An employee who is called to work in an emergency situation after 4:00 a.m. is not entitled to a rest period. Also, any employee called to work and, after the end of the emergency work period, is not required to work again for eight or more hours is not entitled to a rest period.

Employees who have worked more than two hours and after 3:00 a.m. shall be entitled to the paid four-hour rest period stated herein and shall receive an equivalent paid rest period compensation for time worked beyond 3:00 a.m. to a maximum of eight hours in paid rest period compensation.

Examples: If an employee starts: before 2:00 a.m. and works until 6:00 a.m. that employee shall be entitled to paid rest period compensation of seven hours. If an employee starts before 2:00 a.m. and works until 7:00 a.m. they shall receive eight hours paid rest period compensation.

At the discretion of the Authority, the obligation to the employee as set forth above may be discharged in the following ways:

A. The employee will be allowed to leave work early, with pay, by the number of hours the employee is entitled to rest, OR

B. The employee may be required to work all or a portion of the rest period for good cause. In that event the employee will be compensated at the employee's regular rate of pay for the rest period hours and paid at 1 ½ times the employee's regular rate of pay for the number of hour actually worked during the rest period.

ARTICLE 12 - ALLOWANCE FOR MEALS, LODGING & TRANSPORTATION

1. When employees are required by the Authority to establish temporary residence outside their customarily assigned area, the Authority will reimburse employees for all reasonable expenses for meals and lodging during such assignment.

2. An employee shall not be required to make personal arrangements for more than one meal during a regular, scheduled or rescheduled tour of duty, or a prearranged overtime tour of duty on employee's day(s) off.

3. The Supervisor or Manager shall furnish a meal voucher to an employee who:

- A. is required to report to work 1½ hours before the scheduled or rescheduled tour of duty begins; or
- B. is required to continue work over 1½ hours beyond the scheduled or rescheduled tour of duty; or
- C. is called out for overtime work for a period of 4 hours or more and the overtime work extends to or beyond a customary mealtime. In such cases 6:01 am and pm and 12:01 am and pm shall be considered as customary meal times. Mealtimes for Distribution and Facilities employees shall be one hour earlier in all cases.

The employee shall be paid ½ hour at the applicable rate for the mealtime. The voucher shall be exchanged for \$8.25 in 2007; \$8.50 in 2008 and 2009.

- 4. Whenever an employee is authorized to use a personally owned automobile in the conduct of the Authority's business, the employee shall be reimbursed for such use on a mileage basis computed at the current rate. OCWA will reimburse the difference between a Class D license and a CDL to employees required by OCWA to have a CDL upon satisfactory proof of renewal.
- 5. Transportation will be furnished on Authority time to and from the work site whenever employees are required to engage in work outside Onondaga County but within commuting distance of normal headquarters or such employees will be reimbursed for travel time and expenses on the basis of rail, or bus travel, and scheduled running time of such common carrier.
- 6. When employees are required by the Authority to attend a school, a meeting or an inspection tour outside Onondaga County, the Authority will reimburse employees for transportation and reasonable expenses for meals and lodging during such assignments.

ARTICLE 13 - EMPLOYEE BENEFITS

- 1. HEALTH INSURANCE: Commencing January 1, 2007 and continuing through the term of this Contract, the Authority agrees to pay the sums set forth in the Participation Agreement as executed by both parties, per week on all casual, part-time employees and full-time employees covered by this Agreement during the term of this Agreement for membership in the New York State Teamsters Council Health and Hospital Fund (hereinafter referred to as The Fund).
 - A. Said payments shall be made in accordance with the applicable terms conditions and regulations with respect to composite or single, 2-person and

family coverage of the Fund as agreed by the parties and set forth in the Participation Agreement.

B. During the Term of this Agreement all employees who have membership in the Fund shall contribute the amount of Fifty Dollars (\$50.00) per month towards the aforesaid health insurance premiums in 2007; Sixty Dollars (\$60.00) per month in 2008 and Sixty-five Dollars per month (\$65.00) in 2009.

C. The Union, on behalf of The Fund, agrees that the payments will provide covered employees with full membership in and all benefits now or hereinafter offered by The Fund and that aforesaid schedule of payments will not increase during the term of this agreement.

D. The aforesaid payments shall be made to The Fund in weekly increments on or before the 10th day of the month following the month in which the benefits provided by the fund accrue and shall continue to be made for benefits provided through the term of this Contract.

E. The Authority also agrees to pay, during the term of this agreement, the full cost of premiums for the health program which it provides for employees who are not members of the Teamsters (excluding dental and vision plans), for coverage of the individual employees who have retired from the Authority and, where applicable, one half of the cost of the premium for coverage of the retiree's family. A retiree is an Authority employee who is drawing a pension from the New York State Retirement System or is drawing a disability pension benefit under Social Security.

F. The Authority agrees to execute the standard Fund Participation Agreement as prepared and presented by the Union.

2. JURY DUTY: The Authority agrees that the employees actually serving on jury duty will receive the difference between their straight time hourly basic weekly wage and the amount received while on jury duty. Such employees will be expected to work on days when the jury is not in session, and to return to work if jury is excused before 11:00am for those scheduled to work 7:00am to 3:30pm; 11:30am for those scheduled to work 7:30am to 4:00pm or noon for those scheduled to work 8:00am to 4:30pm.

3. LIFE INSURANCE: The Authority agrees to provide term life insurance for regular, full time employees which is to remain in full force and effect during the term of this agreement: Employee -10,000; Spouse -\$2,000; children six months of age and over - \$1000.

4. PERSONAL LEAVE:

A. Employees shall be permitted to take Personal leave for any reason the employee chooses, which may include religious observances. Except for religious observance, not more than two (2) Personal leave days may be taken consecutively.

B. The Authority will grant personal leave to employees with 24 hours approval. When leave is requested during working hours to attend to an emergency situation the notice requirement will be waived.

C. Personal leave is to be taken in a minimum of 1 hour periods and is not to be charged to sick leave. Leave, which exceeds one hour, will be charged in one-half hour increments.

D. No personal leave shall be granted, except for religious observance and for doctor appointments with a written excuse from the doctor immediately proceeding or following vacation days and holidays.

E. The Authority agrees to grant 4 days personal leave on January 1st of each year to employees.

F. Employees hired after January 1st in any calendar year will be credited with 2 days of personal leave upon completion of their probationary period or after six months of satisfactory service whichever occurs first.

G. Newly hired Contingent Permanent and newly hired Provisional employees may be granted 2 days of personal leave after completing six calendar months of satisfactory service and an additional 2 days after one year of satisfactory service.

H. Unused personal days at the end of the calendar year shall be added to sick leave.

5. RETIREMENT: The Authority agrees to remain a participant in the NYS Employees Retirement System. Contributions will be made in accordance with the Systems rules and regulations regarding the New Career Plan (Section 75i) for Tier I and Tier II members, Article 14 for Tier III members and Article 15 for Tier III and Tier IV members.

The Authority has elected to provide the additional pension benefits of Section 41-j of the Retirement and Social Security Law for all employees who retire with an effective date of retirement on or after January 1, 2006.

Section 41-j applies to all tiers of membership and provides additional service credit toward retirement for the balance of accumulated Sick Leave not compensated at retirement. Service credit will be calculated based on accumulated sick leave credits (subject to a maximum of 130 days) less amounts paid under Article 19 "Sick Leave Unused".

Credit for unused sick leave at retirement cannot be used to increase pension benefits beyond the maximum amount payable under an individual's Plan. In addition, it cannot be used to qualify an employee to retire under a special plan.

6. SAFETY SHOES: Safety shoes are required by all employees performing physical job functions, including any and all non-office functions. (Office functions defined as working at a desk or an area similar to a desk environment.)

Employees required to wear safety shoes will be reimbursed up to \$150 for the purchase of safety shoe(s) in 2007; up to \$160 for the purchase of safety shoe(s) in 2008; and up to \$170 for the purchase of safety shoes(s) in 2009, specification ANSI-75 steel toe, upon receipt of proof of purchase.

7. SICK LEAVE:

A. Sick leave is designed for the express purpose of aiding employees through periods of sickness and should not be used for any other purpose.

B. Sick leave shall not be allowed regularly scheduled work days prior to or following vacations or holidays or any other specified day without a written report from a physician that the employee was unable to work, if such report is requested by the Authority. The Authority shall have the right in all cases where sick leave is claimed or granted, to make investigation including a physical examination by a competent physician, as it deems necessary.

C. An employee may apply unused sick leave in a given year (up to seven days) to care for a Spouse, Child, Mother, Father or Stepchild who is ill.

D. Employees are required to notify their immediate Supervisor at their earliest opportunity or a minimum of one hour prior to their scheduled starting time, if possible. In the event that an employee had ample time and facilities to

notify their Supervisor prior to their scheduled starting time and failed to do so, the result may be a loss of sick pay at the Authority's discretion.

E. The Authority agrees to credit every regular employee seven days sick leave per year. One day will be credited on January 1st, plus one-half day will be credited on the last day of each month during the calendar year.

F. Newly hired Contingent Permanent and newly hired Provisional employees will accumulate sick leave at the rate of ½ day for each full month employed after completing six calendar months of satisfactory service.

G. In case of illness, an employee will receive full pay for each working day for the extent of the employee's illness or until the employee has used up their accumulated sick leave.

H. After the first week of illness a regular employee will receive full pay for each working day which may be comprised of:

1. Disability pay, and
2. Pay from the Authority in an amount which, when added to disability pay shall be equal to the employee's regular full pay. Such pay shall be for each working day for the extent of the employee's illness or until the employee has used up the accumulated sick leave, whichever occurs first. The portion of a sick leave day charged to the employee shall be prorated to the nearest one-half hour based on the Authority's payment to the employee as a percent of regular pay.

I. An employee may carryover a maximum of 130 sick days from one calendar year to the next calendar year. An employee who has accumulated 130 sick days on December 31st and who does not use any sick leave in that calendar year, will receive 3 additional vacation days in the next calendar year.

J. The Parties agree that the Authority is relieved of its obligation to remain in the New York State Disability Insurance Plan with regard to employees covered by this Agreement.

K. The Authority agrees to provide to each employee, once a year, a record stating the number of days of vacation, sick leave and personal leave accumulated.

L. Two hundred-fifty dollars will be awarded to any employee who does not use any sick leave in a calendar year in 2007. Two hundred-fifty dollars will be awarded in 2008 and two hundred-fifty dollars in 2009. An employee may not use Personal Leave when sick in order to qualify for the perfect attendance bonus.

8. UNIFORMS: The Authority agrees to continue its present practice of providing, maintaining and cleaning uniforms for all employees that request uniforms and continue to deduct \$.90 per week for this service from their pay. The Authority agrees to provide for Authority use, rubber boots, rain gear, work gloves, hard hats and job related safety equipment as required during the term of this agreement.

9. INDIVIDUAL DEVELOPMENT PROGRAM: The Authority agrees to refund 100% of tuition and other compulsory fees up to a maximum of \$1700 in 2007 \$1700 in 2008 and \$1700 in 2009 to regular, full-time employees with one year or more of service, upon satisfactory completion and having obtained advanced written approval from management for the course or courses. Refer to OCWA Individual Development Program Rules and Procedures for further details and applications.

ARTICLE 14 - BEREAVEMENT

1. Funeral leave is designed for the express purpose of allowing employees to attend services and aid the family of the deceased.

2. In the event of the death in the family of any employee, namely mother, father, spouse, children, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepbrothers and stepsisters, grandmother, grandfather, the employer shall pay the employee not to exceed 3 working days from the date of death to attend funeral services.

In the event of the death of the domestic partner (as defined in a separate letter of understanding) or in the domestic partner's family, namely, mother, father, children, brothers or sisters, the employer shall pay the employee not to exceed 3 working days from the date of death to attend funeral services.

Funeral leave shall terminate at the conclusion of the day after the funeral service.

3. In the event of a death in the family of any employee, namely aunts, uncles, grandfather-in-law or grandmother-in-law, the employer shall pay the employee not to exceed one working day to attend the funeral service.

ARTICLE 15 - VACATIONS

1. All regular employees hired between January 1 and June 30 will, after having acquired regular status, have 5 days of vacation in their year of hire.

2. After six calendar months of satisfactory service, newly hired Contingent Permanent and newly hired Provisional employees will be granted five vacation days. If the Contingent Permanent or Provisional status continues beyond one year after hire, the Authority will grant additional vacation to the employee equal to that granted to a Regular employee who has been employed the same amount of time.
3. All regular employees who have completed less than 1 year of continuous service on December 31st of the previous year shall, after acquiring regular status, have one day of paid vacation during the current year for each full month of continuous service rendered during the previous year, except that such vacation period shall not exceed ten working days with regular basic pay, and a minimum of five days shall apply.
4. All regular employees who have completed one year or more of service but less than 7 years of service on December 31st of the previous year shall have 2 weeks and 1 day vacation during the current year for which 11 full working days pay will be allowed.
5. All regular employees who will complete 7 years or more of service during the current year shall have 3 weeks and 1 day vacation during the current year for which 16 full working days pay will be allowed.
6. All regular employees who will complete 14 years or more of service during the current year shall have 4 weeks and 1 day vacation during the current year for which 21 full working days pay will be allowed.
7. All regular employees who have completed 22 years or more of service during the current year shall have 5 weeks and 1 day vacation during the current year for which 26 full working days pay will be allowed.
8. Vacation will, so far as practicable, be granted at the time most desired by employees, but in order to insure orderly operations, the final right to allotment of vacations and the final right to require employees to work in lieu of vacations, is exclusively reserved to the Authority.
9. Except as otherwise provided in this Article, the Authority seniority will prevail in the allotment of vacations.
10. When a day observed as a holiday falls within the vacation period the employee will receive Holiday pay for that day and vacation leave will not be charged for that day.
11. Vacations are not cumulative and no more than 10 days may be carried over into the next year. Regular employees who are required by the Authority to forego any portion of their vacation period shall receive; in addition to the vacation pay allowance, compensation at the overtime rate for all such vacation time actually worked.
12. In the event that sickness, disability, or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the calendar year.

13. Subject to the limitations of paragraph 9 of this Article, any period of time during which an employee was on military leave of absence will be considered as time worked in determining this eligibility for a paid vacation during the calendar year in which the employee returns to active employment with the Authority and during the calendar year following.

14. Whenever a regular employee voluntarily resigns, enters military service, is laid off because of lack of work, or is retired, the employee shall be entitled to one-twelfth of the annual vacation grant for each full month worked during the vacation year. A regular employee retired for age or disability will also be entitled to a pro-rated vacation allowance for time worked during the year in which the employee was retired. Comparable benefits shall be paid to the beneficiary of a deceased employee as named in such employee's group life insurance policy.

15. Employees shall submit a vacation schedule to their Supervisors prior to April 15th of each year on forms provided by the Authority. Any deviations from the original vacation schedule are to be submitted in writing by the employee to the Union Steward who, if in agreement, will present the employee's request to the Authority for final decision..

16. Employees shall be allowed to schedule more than two consecutive vacation weeks provided that there are available openings and approval must be granted by the Executive Director or designee.

17. Vacation taken in less than one-week increments shall be scheduled and be subject to approval by the Authority

18. One and two week vacations shall have priority over less than one-week vacations.

19. Vacation must be taken in no less than two-hour increments and shall not be unreasonably denied.

ARTICLE 16 – HOLIDAYS

1. The days and dates on which Holidays shall be observed are set forth on the holiday schedule which is attached.

2. Whenever a Holiday falls on a Saturday it shall be observed on the preceding Friday.

3. Whenever a Holiday falls on a Sunday, it shall be observed on the following Monday.

4. REGULAR EMPLOYEES will receive eight hours at their regular hourly rate for the Holidays listed on the attached schedule.

5. When a Holiday is observed on the date of the actual Holiday, in addition to the eight hours Holiday pay, an employee who works that day will be paid at two times their regular hourly pay for all work performed on that day.

6. When a Holiday is observed on a day other than the date of the actual holiday, in addition to the eight hours Holiday pay:

A. A regular Employee required to work on the day the Holiday is observed will receive one and one-half times their regular hourly rate for all work performed on that day.

B. A regular Employee required to work on the actual Holiday shall receive two times their regular hourly rate for all work performed on that day.

7. Holidays for Shift workers will always be observed on the actual date of the Holiday. In addition to the eight hours Holiday pay, they will receive two times their regular hourly rate for all work performed on that day.

8. Newly hired PROBATIONARY EMPLOYEES are not entitled to any Holiday pay for the first 30 days of employment. After 30 days they will receive eight hours at their regular hourly rate for the Holidays listed on the attached schedule.

After 30 days a newly hired employee:

A. Required to work on the day the Holiday is observed will receive one and one-half times their regular hourly rate for all work performed on that day.

B. Required to work on the actual Holiday shall receive two times their regular hourly rate for all work performed on that day.

9. TEMPORARY EMPLOYEES shall not receive compensation for time lost on days observed as Holidays. If required to work on a Holiday or any day observed as a Holiday, they will receive one and one-half times their regular hourly rate.

10. Employees on unpaid leave shall not receive Holiday pay except as required under the provisions FMLA.

ARTICLE 17 - GRIEVANCE PROCEDURE

1. The term grievance is defined as an alleged violation of the provision of this contract. In such instances where the Civil Service Law and Procedures or State Laws do not apply, grievances which may arise between the parties under the express terms of this agreement shall be settled in the following manner:

A. The Union Steward, with or without the employee may within five work days of the occurrence of the matter which has brought about the grievance, discuss the grievance with the OCWA Manager. If, within 2 days, OCWA Manager's answer is not satisfactory, or no answer is given, then

B. The Union Representative may, within 5 work days from the time the OCWA Manager's answer was given or was due and not given, submit the grievance in writing to OCWA. Such written grievance shall be deposited with the Chairman of the Authority. OCWA shall, no later than its next regularly scheduled meeting, hold a hearing and

review the grievance. OCWA shall give its answer in writing to the Union within 5 workdays after such hearing is held. Should the answer not be acceptable to the Union, or no answer is given then,

C. The Union Representative may carry the matter further and, within five work days of OCWA's answer, refer the matter for arbitration.

D. The Arbitrator will be selected from the FEDERAL OR STATE ARBITRATION PANEL, at the option of the party filing, within 7 days after the Arbitrators panel has been supplied as follows: Five names shall be submitted by the Arbitrators panel; OCWA and the Union will strike one name alternately until one name remains. The remaining person shall be the Arbitrator. The order in which the strike occurs shall be determined by lot.

1. The Arbitrator shall, within 30 days after hearing the testimony and argument, issue his decision which will be final and binding
2. Expenses for the Arbitrator's services for shall be shared equally between the parties.
3. No Arbitrator functioning under this procedure shall have any power to mend, delete, or modify any provisions of this agreement.

E. If the time limits herein above set forth in a, b, c, and d are not followed, the grievance will be deemed to have been satisfactorily resolved.

F. Any employee using the Civil Service Law Procedure waives the above grievance procedure.

ARTICLE 18 - INSPECTION

1. The Authorized Representatives of the Union shall have access to the employers establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to. The Union Representative shall report to the office of the person in charge of the work and the Steward shall not interfere with the performance of the work of the employer.

2. Whenever a complaint is made concerning the wages of an employee, an authorized representative of the Union shall have the right to inspect the employers pay records of the employees and the time cards of the employee(s) involved.

ARTICLE 19 - SICK LEAVE (UNUSED)

Effective June 15, 1979, upon at the normal retirement date only, which shall be determined for the retiring employee in accordance with the New York State Retirement System, an employee shall receive a lump sum payment equal to 1.5% of daily rate of pay times number of days of accumulated sick leave (130 days maximum) times years of service with OCWA.

ARTICLE 20 – PLEDGE AGAINST DISCRIMINATION

OCWA and the Union realize that they have a responsibility to promote and provide equal opportunities for employment and it is the positive and continuing policy of OCWA and the Union to apply all provisions of this Agreement equally to all employees in the bargaining unit so as to insure an equal opportunity in employment without discrimination as to race, color, disability, sex, sexual orientation, age, religion, national origin, marital status, citizenship or any other legally protected status.

ARTICLE 21 – SICK LEAVE BANK

All regular full-time and part-time Teamster Members may participate in a Sick Leave Bank as established in January 2003. The Sick Leave Bank was established to aid fellow members of the Bank by providing the use of paid sick leave in dealing with catastrophic illness. All Teamster Members who wish to participate in the Sick Leave Bank agree to be assessed a specific number of accrued personal sick leave hours for a common pool. Such assessment of sick leave shall be deducted from the individual's personal accumulated sick leave and shall be nonrefundable. Upon request to and approval from the Sick Leave Bank Committee, the members may withdraw from this pool a number of hours greater than their individual assessments. All matters concerning the Sick Leave Bank shall be administered by a standing committee, which shall consist of one member appointed by the Executive Director and two members appointed by the Teamsters Local 317. Appointed members will be chosen from employees who participate in the bank, shall serve two-year terms and are eligible for reappointment.

ARTICLE 22 – DISCIPLINE

The Authority shall not subject an employee who has completed the probationary period as defined in Article 11 Paragraph 3 herein, to any disciplinary action or penalty except for just cause. The Authority shall provide to the Union a copy of any issued Written Warnings within five business days of issue. This provision shall not apply to counseling memos issued by the Authority.

ARTICLE 23 – METER INCENTIVE PROGRAM

During the term of this contract, the Authority agrees to continue it's current Meter Incentive Program.

ARTICLE 24 - TERMINATION

1. This agreement shall be effective as of the 1st day of January 2007 and shall continue in full force and effect until the 31st day of December 2009.
2. If either party desires to terminate this agreement it shall, 120 days prior to November 1, 2009 give written notice of termination.
3. If either party desires to modify or change this agreement, it shall 120 days prior to November 1, 2009 give written notice of its desire to amend or modify.
4. The written notices as herein above mentioned at paragraphs 2 and 3 shall be sufficient if sent by certified mail addressed to the offices of OCWA and the Union where they may be in 2009.

TEAMSTER LOCAL 317
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

ONONDAGA COUNTY WATER
AUTHORITY

By: _____
Bill Arnault – Organizer/Business Agent

By: _____
Robert F. Tomeny - Chairman

Hans Stuy - Union Steward

Michael E. Hooker – Executive Director

Sean Hayes - Union Steward