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#### **Contract Database Metadata Elements**

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Agreement

between

Utility Workers Union of America, AFL-CIO,

LOCAL 447

- and -

The Water Authority Of Great Neck North

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January 1, 2008 through December 31, 2010

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**RECEIVED**

SEP 24 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

AGREEMENT between The Water Authority of Great Neck North and Utility  
Workers Union of America, AFL-CIO, Local 447

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AGREEMENT

AGREEMENT, made and entered into as of the 15<sup>th</sup> day of SEPTEMBER 2008, by and between THE WATER AUTHORITY OF GREAT NECK NORTH, a public authority, existing pursuant to the laws of the State of New York, having its principal office at 50 Watermill Lane, Great Neck, New York 11021-4235 hereinafter referred to as the "Authority", and UTILITY WORKERS UNION OF AMERICA, AFL-CIO, Local 447, hereinafter referred to as the "Union", having its mailing address at 92 Oleeta Road, Mount Sinai, New York 11766.

WITNESSETH:

WHEREAS, the Authority is engaged in furnishing an essential public service vital to the health, safety and comfort of the population of the communities which it serves;

WHEREAS, the Authority has a high degree of responsibility to the public to service them without interruption of this essential service;

WHEREAS, the Authority cannot meet this responsibility unless it has the conscientious cooperation of its employees, and

WHEREAS, it is the intent and desire of the parties hereto to establish an orderly relationship between the Authority and the Union so that grievance and complaints shall be settled quickly and satisfactorily to both parties, so that service to the public shall not be interrupted.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE I - RECOGNITION

Section 1. The Authority hereby recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, working and employment conditions for employees of the Authority within the classifications as listed in the Schedule of Hourly Rates; specifically further excluding, however, officers, supervisors, confidential employees, temporary employees, guards, watchmen and professional employees as defined by law. The Titles of the positions presently covered by this Agreement are listed in The Schedule of Hourly Wages, hereto annexed and made a part hereof, and only persons holding such positions are bargaining unit employees.

Section 2. A Union member who shall be promoted to a position excluded by Section 1 above, shall cease to be a member of the Union. Promotion shall not be compulsory.

## ARTICLE II - MANAGEMENT RIGHTS

Section 1. Except as otherwise provided in this agreement, the Authority reserves to itself all the exclusive and customary functions of management, including among other things, the direction of the working force, the right to hire, promote, demote, lay off, discipline, discharge for just cause, or transfer, the right to select or employ supervisory employees and the right to assign student engineers or qualified cadets for supervisory posts to any classification for training purposes only without displacing any regular employee in such classification or preventing the advancement, if qualified, of any regular employee from a lower classification.

## ARTICLE III - CHECK-OFF

Section 1. The Authority shall deduct weekly from wages payable to an employee, the employee's regular Union dues. Deductions shall be made for each employee who signs a written authorization in a form mutually satisfactory. The amounts deducted shall be turned over to the Treasurer of the Union. Payment to the person certified to be Treasurer of the Union shall be without recourse against the Authority.

Section 2. The Authority shall provide for an agency shop fee deduction provided that (1) the Union certifies to the Authority that it has established a refund plan pursuant to Subdivision 3 of Section 208 of the Civil Service Law, (2) the Union furnishes a list to the Authority of those employees subject to such deductions, and (3) the Union indemnifies and holds the Authority harmless for any law suits or causes of action of any kind, including attorneys fees in connection with the making of agency shop fee deductions by the Authority.

## ARTICLE IV - UNION ACTIVITIES

Section 1. Not more than two designated places shall be reserved and known as the Union bulletin boards. Their use shall be restricted to notice of Union elections, appointments, results of election, and notices of Union meetings, recreational, athletic and social affairs of the Union. Such postings will be made by the Authority and shall be subject to the Authority's approval.

Section 2. A duly authorized representative of the National Union shall be permitted access to the Authority's buildings for the purpose of participating in all negotiations and for the grievance procedure at the second step as may be applicable under Article IX.

Section 3. The Authority shall not interfere with, restrain or coerce employees because of Union membership or lawful Union activity, and shall not directly or by indirection discriminate against, interfere with, coerce, or discharge any employee because of Union membership.

Section 4. The Union and/or its officers, agents or members shall not intimidate or coerce any employee in regard to his right to work or his tenure of employment. There shall be no Union activity on Authority time, or on Authority property, except as otherwise hereinafter provide.

#### ARTICLE V- NEW EMPLOYEES

Section 1. Subject to the provisions and requirements of the New York Civil Service Law, the Authority shall have the right to hire new employees from any source and shall be the sole judge of new employees' qualifications for employment.

Section 2. Within forty-eight (48) hours after hiring any new employee, the Authority shall notify the Union of his name, position, department and residence address.

Section 3. The Authority shall have the right to lay off or discharge new employees for any cause within (6) months from date of employment, and such discharge or layoff shall not be subject to the grievance procedure including arbitration.

Section 4. Seniority shall date from the date of hiring by the Authority, or if such employee was an employee of the Authority's predecessor, Citizens Water, from the date of hiring by Citizens Water.

Section 5. In the event temporary employees are employed by the Authority, such employees shall become permanent full-time employees with all benefits as herein provided, should such temporary employee work more than six (6) months in any calendar year.

Section 6. Part time employees shall receive the hourly wage rate set forth in The Schedule of Hourly Wages. Part time employees will have access to the grievance and arbitration provisions of the within contract but receive no other benefits except pro rata sick leave and vacation time. Under no circumstances may part time office workers replace existing full time employees.

## ARTICLE VI - SENIORITY

Section 1. Except as otherwise provided in the Civil Service Law, seniority is the right accruing to employees through length of service with the Authority or its predecessor, Citizens Water, which entitles them to preference in promotions, transfers, vacations and as otherwise indicated herein. All preferment shall be according to seniority; provided, however, that the Authority shall not be required to promote an employee who does not have the qualifications to fill a higher position or where such promotion would violate the Civil Service Law. In regard to Civil Service competitive positions, employees taking competitive examinations for new positions shall be treated as if such examination was in fact a promotional examination to the extent permitted by the Civil Service Law, and preference shall be given to the senior most qualified applicant with a passing grade on such examination if permitted by the Civil Service Law.

Section 2. The Authority will endeavor to fill openings within the bargaining unit which represent opportunities for promotion or advancement by seeking qualified employees from within the bargaining unit before hiring any new employees for such positions.

Section 3. An employee shall lose his seniority if:

- (a) He is discharged for just cause.
- (b) He quits or resigns.
- (c) He fails to return to work after a lay-off within three (3) working days after he has been notified to do so by registered mail and does not give a reason satisfactory to the Authority. This provision shall not be deemed to justify any absence from work without accepted cause.
- (d) He exceeds a leave of absence granted by the Authority without furnishing an acceptable excuse.
- (e) He is laid off for more than one (1) year.

## ARTICLE VII - LEAVE OF ABSENCE

Section 1. Upon written request to the Authority and for good cause, employees may be given a written leave of absence without pay not exceeding six (6) months, which may be extended for a similar term. Such leave shall not be unreasonably or arbitrarily withheld by the Authority. The Authority, however, need not grant a leave of absence to permit an employee to seek or try other employment. Employees granted leave under this Section shall not suffer a break in seniority.

Section 2. Any member of the Union elected to an office in the Union requiring his absence from duty or appointed or elected as a delegate for specific activities for or on behalf of the AFL-CIO or its affiliates, which necessitates his absence from his regular work, shall upon written request therefore be granted a leave of absence not to exceed one (1) year without pay for such time as he holds office. Employees granted leave under this Section shall not suffer a break in seniority and shall be entitled to return to work at their former status with all rights and privileges at their former rate of pay plus any increase which has become effective during their absence, provided, however, that such employee returns with at least equal qualifications and capabilities as such employee had at the beginning of such leave of absence.

#### ARTICLE VIII - SECURITY AND TENURE

Section 1. No employee shall be disciplined or discharged except for just cause.

Section 2 In the event an employee is disciplined or discharged, the employee and the Union shall be given in writing the reason(s) for the discipline or discharge.

#### ARTICLE IX - GRIEVANCES

Section 1. A grievance shall be defined as a dispute arising out of the interpretation or application of any provision of this agreement including discipline. An employee shall have the right to present a grievance with or without a representative of the Union, free from interference, coercion, restraint, discrimination or reprisal in the following manner:

First Step: Within ten (10) work days after a grievance occurs, an employee shall present the grievance in a written statement signed by the grievant to the Superintendent of the Authority. The written statement shall set forth the nature of the grievance and the facts. Superintendent shall give an answer in writing to the employee.

Second Step: If the grievance is not settled in Step 1, the grievance may, within ten (10) work days after the answer in Step 1, be presented in writing signed by the employee to the Chairperson of the Authority or designee. Within ten (10) work days after receiving the grievance the Chairperson of the Authority or designee shall give a written answer to the employee.

Section 2. Any grievance which is not presented within the time limits specified shall be deemed barred. Failure to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.



Section 3. The Authority may present a grievance by notice in writing sent to the Union at the address stated herein or delivered personally to the President of the Union. The Union shall respond to the Authority's grievance within ten (10) work days after receiving it.

Section 4. A grievance which has not been resolved within ten (10) work days after completion of Step 2 or Section 3 of the grievance procedure, may be referred to arbitration by the Union or the Authority within ten (10) work days thereafter. The arbitration shall be conducted by the American Arbitration Association under its voluntary labor arbitration rules.

Section 5. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 6. The award of the arbitrator shall be final and binding upon the Union, the Authority and the employees.

Section 7. The arbitrator shall have jurisdiction only over disputes arising out of the grievance and shall have no power to add to, subtract from or modify in any way any terms of this Agreement.

Section 8. Any disposition of a grievance which is not referred to arbitration within the time limit specified in Section 4 shall be deemed barred.

Section 9. The term "work days" shall mean Monday through Friday excluding Saturdays, Sundays and Holidays.

Section 10. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law or any other law.

## ARTICLE X - WAGES

Section 1. During the term of this Agreement, the wages for all positions covered hereunder shall be listed in the schedule of hourly rates. The January 1, 2007 schedule shall remain the same during the term of the successor collective bargaining agreement and thereafter unless and until a new schedule is agreed upon. The base salary of unit members employed as of May 21, 2008 shall be increased 3.5%, retroactive to January 1, 2008; effective January 1, 2009, the base salary of all unit members employed as of that date shall be increased by 3.5%; and effective January 1, 2010, the base salary of all unit members employed as of that date shall be increased by 3.5%.

Section 2. Such base pay shall be paid weekly on Friday for operating personnel for the payroll period ended on the same Friday at 12:00 midnight. If Friday is a legal holiday, the wages shall be payable on the previous day. Office personnel shall be paid on Friday for week ending that day. If Friday is a legal holiday, the wages shall be payable on the previous day. Additions to or deductions from base pay, such as for overtime compensation or days off without pay will be paid in arrears on the second payday following the week for which such additions or deductions are to be made.

Section 3. Employees who have completed the following years of service by December 1 of each year shall receive a longevity payment in the first paycheck in December as hereinafter set forth: seven (7) years - \$300.00; twelve (12) years - \$400.00; seventeen (17) years - \$500.00; twenty-five years (25) - \$600.00

#### ARTICLE XI - NORMAL WORK SCHEDULE

Section 1. The payroll week shall begin at 12:01 a.m on Saturday and shall end at midnight on Friday for operating personnel and they shall work five (5) eight-hour shifts according to schedules mutually agreed on by the parties hereto, except that the Authority may change schedules to provide for an operator on a rotating basis among qualified employees to cover absence due to vacation or other extended leaves.

Section 2. Payroll week shall begin 5:01 p.m on Friday and shall end at 5:00 p.m. on the following Friday for all personnel. Business office personnel shall work five (5) seven hour days from Monday to Friday.

#### ARTICLE XII - OVERTIME

Section 1. Any work performed in excess of the normal work day or outside of the normal work schedule shall be considered overtime and shall be compensated for at the rate of time and one-half the employee's regular rate except as hereinafter provided.

Section 2. When employees are called in to work overtime outside of their normal work schedule, they shall be compensated at the rate of time and one-half for all hours worked with a guaranteed minimum of pay for four (4) hours worked.

Section 3. Employees who work on any of the holidays referred to herein, other than Christmas Day when it falls on Monday to Saturday inclusive, shall receive compensation at one and one-half (1 ½) times the straight time rate for all hours worked in addition to the regular holiday pay provided for in Article XIII of the Agreement. Employees who work on Christmas

Day shall receive compensation at the rate of two times the straight time rate for all hours worked in addition to the regular holiday pay provided for in Article XIII of this Agreement.

Section 4. Employees scheduled to work on Easter Sunday or December 25 when it falls on Sunday shall receive compensation at one and one-half (1 ½ ) times the straight time rate for all hours worked. Employees not scheduled to work who are called in on a Sunday shall receive compensation at two times the straight time rate for all hours worked. Operators working on Sunday will receive a 25% premium for their scheduled shift.

Section 5. Overtime work shall be equalized among the employees in each classification who regularly perform such work insofar as practicable. In emergencies, it is understood that the most available men will be called first.

Section 6.

(a) Employees who work sixteen (16) or more continuous hours including normal meal periods shall be entitled to an eight (8) hour rest period at the conclusion of such work period.

(b) Employees who are called in or who are scheduled to return to work after completing their normal work day and who have not had an eight (8) hour rest period in the interim, shall be entitled at the conclusion of such work to an eight (8) hour rest period provided they worked two or more hours after 10:00 p.m.

In either of the foregoing an employee will receive his regular wages for that portion of the rest period that coincides with his normal work schedule.

Section 7. The Authority agrees to provide a meal or pay an allowance towards same for work performed after hours, provided the employee continues to work at least two (2) hours after normal work schedules; thereafter an additional meal or allowance in the same amount shall be made for each additional four (4) hours of such work. In cases where employees are called in to work outside of their normal work schedule, the Authority shall provide the meal allowance after four (4) hours of work and at four (4) hours intervals thereafter. The meal allowance amount will be \$8.00

Section 8. If the Authority implements the Supervisory Control and Data Acquisition System ("SCADA") during the term of this Agreement, it may determine to place all Water Plant Operators on the 8:00 am to 4:00 pm shift, and Operators shall be on call during the period from 4:00 pm until 8:00 am on a weekly rotating basis, beginning with the most senior Operator. During the on-call period, Operators: (a) may leave the Plant with a work-issued cellular telephone and laptop computer; (b) shall be responsible for monitoring the Plant on the laptop computer and handling emergencies or other problems that arise, either through the laptop or

manually at the Authority; (c) may engage in personal, recreational and social activities so long as they monitor Plant operations on the laptop computer and remain reachable by cellular telephone to respond to emergencies; (d) shall refrain from drinking alcohol; (e) shall make arrangements for child care coverage if they are needed at the Authority during the on-call period; and (f) shall respond within one hour to the Plant in an emergency that requires them to go to the Plant, absent extenuating circumstances. Compensation for on-call services shall be at the weekly rate of \$200.00. This on-call system may be discontinued, or modified, in the discretion of the Authority after prior consultation with the Union.

### ARTICLE XIII - HOLIDAYS

Section 1. The following days are deemed for the purpose of this Agreement, holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Floating Holiday

Section 2. No more than 50% of employees other than shift employees may take a floating holiday on the same day. The Authority shall have the discretion to reject floating holiday requests in reverse seniority order if necessary to meet the Authority's staffing needs on a given day.

Section 3. If any of the above holidays falls on a Sunday, then the following Monday shall for all purposes be deemed a holiday. If the holiday falls on Saturday then the preceding Friday shall be deemed a holiday.

Section 4. Employees will be paid eight (8) hours or seven (7) hours (in accordance with their normal work schedule) pay at their straight time hourly rate for each of the above specified holidays.

## ARTICLE XIV - EARNED VACATIONS CONTINUOUS SERVICE ONLY

Section 1. Employees with six (6) months but less than five (5) years of service by September 30, shall receive one day's vacation, with pay, for each month of service completed on that date not to exceed two weeks. Employees with five (5) or more years of service shall receive three (3) weeks vacation with pay. Employees with thirteen (13) years of service shall receive four (4) weeks vacation with pay. Employees with twenty (20) or more years of service shall receive five (5) weeks with pay. Weekly vacation allowance shall be computed on the basis of the normal work schedule as defined in Article XI hereof. Vacations in excess of two weeks will be granted to employees during the year in which they completed the required amount of service.

Section 2. Vacation pay shall be computed on the basis of the applicable regular hourly rate multiplied by eight or seven according to the normal work schedule for each day of vacation to which the employee is entitled.

Section 3. The regular vacation period shall extend from January 1 to December 31. Vacation schedules will be posted on May 1<sup>st</sup> of each year unless a prior or later date is agreed to by both parties hereto. In the event an employee does not notify the Authority of his vacation preferences by the agreed on posting date, the Authority will have the right to assign a vacation period to that employee. The Authority will make every effort to grant vacations at the time desired by the employee with due regard to the seniority of other employees in the job groups and the orderly operation of the business.

Section 4. If a holiday occurs during an employee's vacation, the Authority will, at its option, either pay the employee an additional day's pay, or shall grant an additional day off with pay.

Section 5. If an employee is permanently laid off, or resigns after giving a minimum of two weeks notice, he shall be paid salary in lieu of the vacation to which he would be entitled except when discharged for cause.

Section 6. For purposes of this Article, service shall include service time for the Authority's predecessor, Citizens Water.

## ARTICLE XV - ILLNESS AND ACCIDENT

Section 1. Employees who are unable to report for work because of injury or illness shall notify the Authority prior to their regular starting time. All employees shall be eligible for sickness allowance as provided herein. Sickness shall include all sickness or injury, other than any sickness or injury arising out of and in the course of employment by the Authority for which

compensation will be paid under the provisions of the Workers Compensation Act. Payment will be made only for days on which the employee would be scheduled to work for which he is not paid by the Authority under any other provisions of this Agreement or otherwise.

Section 2.

(a) Each employee will receive one (1) day of sick leave for each month of service.

(b) Unused sick days shall be allowed to accumulate without restriction to be used whenever the employee needs them. Upon an employee's retirement, accumulated, unused and unpaid sick days shall be added to the employee's credited service for State pension benefit calculation purposes pursuant to Section 41-j of the New York Retirement and Social Security Law.

Section 3. Payment for sick leave shall be at the rate of eight (8) hours or seven (7) hours (in accordance with their normal work schedule) for each schedule working day lost because of sickness times the employee's then regular hourly rate, less the daily benefits for illness provided by any valid law. An employee requesting sick leave shall notify the Authority immediately upon the occurrence of injury or illness in order to be qualified to receive sick leave payments except when it is impossible for the employee to notify the Authority immediately. In the case of injury or illness extending for more than three (3) successive days, a medical certificate may be required from the employee in order to qualify the employee for sick leave payment. In all cases, the sick leave allowance shall terminate when the employee is able to return to work. The Authority reserves the right at any time to investigate claimed illness or injury. Also, the Authority may at any time require an examination of the employee by its own physician, and may rely upon such physician's determination as to the occurrence or termination of illness or injury which prevents the employee from reporting to work.

Section 4. In the event of disability resulting from injury arising out of and in the course of employment which is compensable under the Worker's Compensation Act of the State of New York, during the period of disability in which the employee is unable to work, the Authority will pay to the employee the difference between the Workers' Compensation benefits awarded and the amount said employee would have earned, excluding overtime and premium pay, had such employee been performing his or her regular duties, for a period not exceeding fourteen (14) weeks, provided, however, that for the first three (3) days following the date of the on the job injury, an employee shall use accumulated sick leave.

In no case shall the liability of the Authority continue after a final award or adjustment has been made by the Worker's Compensation Board either for partial, permanent disability or total permanent disability.

Section 5. Upon proper notification to the Authority as provided in Section 1 of this Article, reasonable time off shall be granted employees when sickness in their immediate families

necessitates their presence at home. Such time off shall be charged against the employee's sick leave.

## ARTICLE XVI - BENEFITS

### Section 1.

(a) The Authority shall provide all employees with a medical insurance plan; such plan to be the Empire Plan with medical and psychiatric enhancement. Beginning January 1, 2008 all employees shall contribute 10% to the annual premium for individual or family health insurance.

The contribution shall be made by a pre-tax plan with weekly payroll deductions pursuant to the above schedule. On the last effective date of this Agreement, December 31, 2010, the percentage premium then in effect shall be replaced with the actual dollar amount contributed per year and per pay period for both individual and family health insurance by employees as of that date.

(b) For all employees who retire on or before December 31, 2010 with fifteen (15) years or more of service to the Authority, and who give the Authority at least 90 days' notice prior to their retirement date, and who otherwise qualify for retirement benefits pursuant to the New York State Employees' Retirement System, the Authority shall pay fifty percent (50%) of the individual coverage plus \$2,000.00 per annum (prorated for each monthly premium payment) and thirty-five percent (35%) of the additional cost of family coverage, plus an additional five percent (5%) of the cost for family coverage and \$4,000 per annum (prorated for each monthly premium payment), toward the medical plan detailed in (a) above. The parties' understanding of this provision is annexed and made a part hereof as Appendix A.

(c) The Authority and the Union shall form a health benefits committee, comprised of two (2) individuals from both the Union and the Authority, which committee shall explore alternative means of health care coverage. Should the parties agree, this committee shall be authorized to change carriers, and in so doing, modify the terms of coverage.

(d) The Authority shall provide long term disability insurance with the terms as provided in Exhibit "A" annexed hereto.

(e) Eligible Employees shall receive pension benefits as members of the New York State Employees' Retirement System. Any required employee contribution shall be deducted from employee's paycheck, and remitted to the New York State Employee's Retirement System.

(f) The Authority shall continue to provide its present dental plan.

(g) The Authority shall continue to provide its present optical coverage.

Section 2. Time off on employee's normal work day within the normal work schedule without loss of pay shall be granted in the event of death of the employee's Father, Mother, Brother, Sister, Husband, Wife or Child and also in the case of any other relative who was a member of the household wherein the employee resides. Three days time off shall be given to cover the period between the death and burial. Where the deceased was the Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Aunt or Uncle of the employee and not a member of the household wherein the employee resides, he shall be given one day off to attend the services.

Section 3. When an employee is called for jury duty and cannot be excused, he will receive his regular salary, less jury pay. This does not include travel pay. If dismissed early, the employee must report for work for the remainder of the day.

Section 4. Employees will be entitled to two (2) personal days per contract year. Personal days shall be scheduled in advance subject to the approval of the Authority; which approval shall not be unreasonably withheld.

Section 5. The Authority will adopt the New York State deferred compensation plan provided that it incurs no cost.

## ARTICLE XVII - WORKING CONDITIONS

Section 1. It is mutually agreed that the Authority and the Union will continue their program of safety measures for the protection of the employees, Authority property and its service to the public. The Union agrees to use its best efforts to see that its members employed by the Authority shall comply with the safety regulations made by the Authority and that its members will wear and use the protective devices and apparel to be provided in accordance with the standard practice of the Authority for the protection of the employees from injury. The Authority and the Union will have in place a joint safety committee to be comprised of not more than two Authority representatives and two Union members. The safety committee will meet at least twice annually.

Section 2. The Authority agrees to furnish work-clothes and protective equipment as mutually agreed upon.

Section 3. If an employee is temporarily transferred to a classification paying a lower rate of pay, there shall be no reduction in pay except where such temporary assignment is in lieu of a layoff, in which case after a continuous period of seven (7) working days the applicable rate will be negotiated between the Authority and the Union. If an employee is temporarily assigned to a classification paying a higher rate of pay and is fully qualified, the higher compensation shall



be effective during the period of such an assignment; if not fully qualified, his compensation shall be negotiated by the Authority and the Union. Election by the Authority to waive such negotiations and to pay the higher rate of pay during such temporary assignment shall not be deemed a waiver of the provision for negotiation in Article VI, Section 2 hereof.

Section 4. Pump Station employees working the 4:00 p.m to 12:00 midnight shift will receive additional compensation at the rate of \$0.40 per hour. Employees working the 12:00 midnight to 8:00 a.m. shift will receive additional compensation at the rate of \$0.50 per hour.

Section 5. The Authority will provide, when made available, educational opportunities for bargaining unit employees of the Meter and Service Department and the Transmission and Distribution Department to the extent that one individual could be a qualified backup for the current license holder for Backflow Prevention Certified Tester and Grade D Distribution License. Training schedule opportunities will be provided in accordance with the orderly operation of the Authority's business.

Section 6. The Authority agrees to conspicuously post all vacancies except competitive Civil Service positions.

Section 7.

(a) For employees required to have a Commercial Driver's License ("CDL") the Authority will provide training during work time to take the driving test for the CDL and will provide paid time to take the written examination and the driving test. The Authority will pay for the CDL permit and will pay for the difference between a regular license and a CDL on the renewal of the CDL license.

(b) For employees required to have class D (Distribution) and/or Class B (Water Treatment) licenses the Authority will provide paid time off to attend classes to obtain these licenses and will pay for the courses given. For renewal of the Class B (Water Treatment) license, the Authority will use its best efforts, subject to the operating needs of the Authority, to provide paid time for employees to attend classes to obtain renewals of these licenses or, in the alternative, the Authority will pay for the home study course materials when unable to provide paid time off to attend classes. The Authority may provide the above benefits for other employees. Once licensed these employees are required to maintain the licenses. The courses and their location must be approved by the Authority. It is the obligation of the employee to successfully complete the educational program the first time and if the employee does not, the Authority will not pay for a second educational program.

(c) There shall be a Safety and Education Committee, two (2) members selected by the Authority and two (2) members by the Union. Such selections shall occur within sixty (60) days from ratification of this Agreement. The Committee shall meet no fewer than two (2) times per year to develop or arrange for training in

blocks of no fewer than two (2) hours in the following areas; and to make that training site specific to the extent practicable:

1. Water Authority security issues.
2. "confined space" issues.
3. traffic safety issues.

#### ARTICLE XVIII - GENERAL PROVISIONS

Section 1. This agreement may be amended or added to at any time only by written consent of both parties thereto.

Section 2. Should any valid Federal or State law conflict with the provisions of this Agreement, the provision or provisions of this Agreement so affected shall be construed to conform to such provisions of such law, but otherwise, this Agreement shall continue in full force and effect.

#### ARTICLE XIX - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective and all of the provisions shall be in full force and effect from January 1, 2008 through December 31, 2010, and except as hereinafter provided the same shall be extended for successive one (1) year periods unless either party hereto shall give notice in writing to the other party at least sixty (60) days prior to the date of such expiration.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

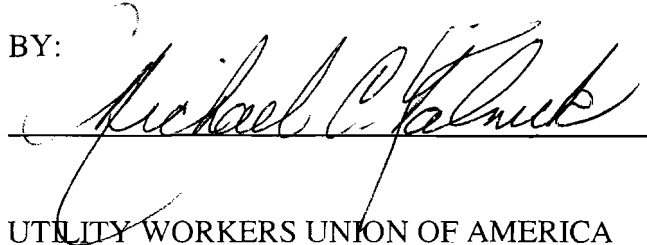
Approved by RESOLUTION # <sup>R23</sup> 08-06-07 of the Board of Directors of the Water Authority of Great Neck North on June 16, 2008:

"The Board hereby ratifies the terms of the Memorandum of Agreement between the Water Authority of Great Neck North and the Utility Workers Union of America, Local 447, AFL-CIO, as appended to the minutes of this meeting subject to the prior ratification of the bargaining unit of said Local on May 21, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their duly authorized representative or officers.


WATER AUTHORITY OF GREAT NECK NORTH

BY:

  
\_\_\_\_\_

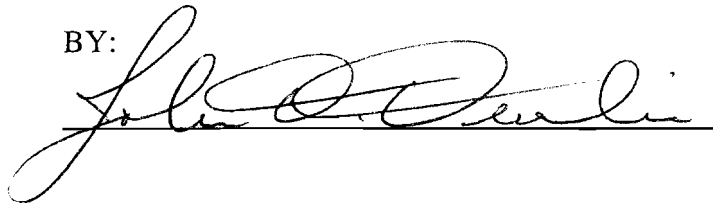
UTILITY WORKERS UNION OF AMERICA  
AFL-CIO Local 447

BY:

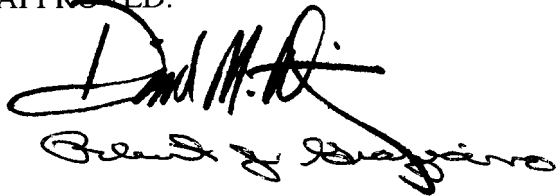
  
\_\_\_\_\_

UTILITY WORKERS UNION OF AMERICA

BY:

  
\_\_\_\_\_

APPROVED:

  
David M. Di...

SCHEDULE OF HOURLY RATES

<u>TITLE</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>	<u>1/1/10</u>
*Chief Water Plant Operator	34.538	35.747	36.998	38.293
*Water Plant Operator	31.654	32.762	33.908	35.095
Water Plant Operator Trainee	31.654	32.762	33.908	35.095
Water Plant Attendant	19.515	20.198	20.905	21.637
Water Service Supervisor	35.252	36.486	37.763	39.085
Senior Water Servicer	33.491	34.663	35.876	37.131
Water Servicer A	33.491	34.663	35.876	37.131
Water Servicer B	31.873	32.988	34.142	35.337
Water Servicer Trainee	31.873	32.988	34.142	35.337
Water Meter Service Supervisor	32.507	33.645	34.822	36.041
Senior Water Meter Servicer	31.688	32.797	33.945	35.133
Water Meter Servicer	30.798	31.876	32.991	34.146
Senior Account Clerk	34.865	36.085	37.348	38.655
Principal Account Clerk		36.085	37.348	38.655
Senior Typist-Clerk	33.491	34.663	35.876	37.131
Typist-Clerk A	25.531	26.424	27.349	28.306
Typist-Clerk B	22.200	22.977	23.781	24.613

\*Will receive an additional \$0.20 per hour upon receipt of New York State Water Treatment Plant Operator's 1B or 2B License.

The Titles Chief Water Plant Operator, Water Service Supervisor, and Water Meter Service Supervisor shall be deleted from Schedule of Hourly Rates as the current incumbents in those titles separate from service with the Authority through retirement or otherwise.

New employees will receive:

First year of employment	-	80% of regular rate
Second year of employment	-	85% of regular rate
Third year of employment	-	90% of regular rate
Fourth year of employment	-	95% of regular rate
Fifth year of employment	-	100% of regular rate

Where ability, qualification or need indicate, the Authority may increase a new employee to the full existing rate at any appropriate time ahead of the foregoing periods.

Employees hired as Water Plant Operators will be considered Trainees, and as such, as a condition of employment, will be required to obtain at least a Grade II Operator's

Certificate within the time required by Civil Service. Should such license not be obtained within this time, the employee may be subject to dismissal by the Authority.

It is the Authority's wish that an orderly schedule of such training be made available and provisions would be made by the Authority for the necessary time off to attend such courses as are conducted by the State Board of Health.

## APPENDIX A

The parties agree to set forth their understanding of what percentage of family health insurance premiums shall be covered by the Authority pursuant to Article XVI, Section 1(b) of the Agreement. Thus, for example, the current annual family health insurance premium (for calendar year 2004) is \$11,096.88. Pursuant to the formula that existed in Article XVI, Section 1(b) of the previous Agreement, the Authority agreed to cover the costs of 42.1% of the premium for family health insurance for any employee who retired under that Agreement. The Authority has, in this Agreement, agreed to cover 47.1% of the cost of the premium for family health insurance for all employees who retire after January 1, 2004.

July 7, 2004

Robert J. Graziano  
Superintendent  
Water Authority of Great Neck North  
50 Watermill Lane  
Great Neck, New York 11021

Dear Mr. Graziano:

This will confirm that the parties have agreed that, within thirty (30) days from ratification of this Agreement, they shall convene a Safety Committee meeting to discuss Authority policies and practices related to inclement weather and, if thereafter mutually agreed, to draft an inclement weather policy. Nothing related to this matter shall be subject to the provisions of Article IX.

Very truly yours,



Neil McKenna  
President  
UWUA Local #447

AGREED:  
Water Authority of Great Neck North  
Robert J. Graziano  
Superintendent



## WATER AUTHORITY OF GREAT NECK NORTH

50 WATERMILL LANE • GREAT NECK, NEW YORK 11021-4235

OFFICE Tel: (516) 487-7973 • Fax: (516) 487-5048

24 HOUR EMERGENCY Tel: (516) 482-0210

August 20, 2004

Ms. June Hughes  
ERSE V  
Member and Employer Services Bureau  
New York State and Local Retirement Systems  
110 State Street  
Albany, NY 12244-0001

RE: Location Code: 51232/Water Authority of Great Neck North  
Addition of Section 41(j)

Dear Ms. Hughes:

Pursuant to your letter of June 14, 2004, enclosed please find the affidavit of the Chief Fiscal Officer and the Resolution providing for the allowance of unused sick leave credits under Section 41(j) for the Water Authority of Great Neck North. Also enclosed is a complete copy of the contract which was requested in your letter.

Should you have any questions with regard to the enclosed, please contact me at (516)487-7975, extension 12.

Sincerely,

Robert J. Graziano  
Superintendent

RJG:mlk  
Enc.





New York State and Local Retirement Systems  
Employees' Retirement System  
Police and Fire Retirement System

Location Code: 51232

Alan G. Hevesi, State Comptroller  
110 State Street, Albany, New York 12244

Resolution providing for an allowance of unused sick leave credits under Section 41(j).

At a meeting of the \* Board of Directors of the Water Authority of Great Neck Nor  
held at 50 Watermill Lane, Great Neck, New York, on August 19, \_\_\_\_\_, 20 04,  
Director J, Leonard Samansky offered the following resolution:

(person)

"BE IT RESOLVED: that the \* Board of Directors of the Water Authority of Great Neck North does hereby elect to provide the additional pension benefits of Section 41(j) of the Retirement and Social Security Law, as presently or hereafter amended.

"BE IT FURTHER RESOLVED: that the effective date of such shall be the 20th, day of August, 20 04." \*\*

\*\* The effective date of the benefit cannot be prior to the date this resolution is "filed" with the Comptroller. Documents mailed by the United States Postal Service registered or certified mail return receipt requested or express mail and ultimately received by the Retirement System will be considered received as of the postmark date.

STATE OF NEW YORK,                    )  
  ) SS:  
COUNTY OF Nassau                    )

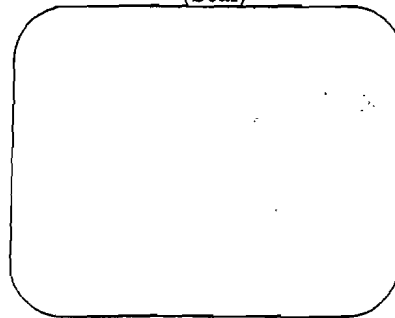
I, Marie L. Kimlicka secretary, ~~clerk~~ of the \* Board of Directors of the Water Authority of Great Neck North of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such Board of Directors at a legally convened meeting held on the 19th day of August, 20 04 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original. I further certify that the full Board of Directors consists of eight members, and that six of such members were present at such meeting and that six of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Water Authority of Great Neck North (name of employer)

on this 19th day of August, 20 04

Marie L. Kimlicka  
(signature of clerk)  
secretary

(Seal)



\* Legislative body.

The resolution must be adopted by the legislative body and be approved by any other body or officer required by law to approve resolutions of such legislative body.

Note: When filing this resolution, you must submit a copy of your approved plan for granting sick leave credits. An allowance will only be made for leave credits granted to eligible employees according to this plan.



New York State and Local Retirement Systems  
Employees' Retirement System  
Police and Fire Retirement System

110 State Street, Albany, NY 12244

Location Code: 51232

Affidavit of Chief Fiscal Officer of Water Authority of Great Neck North pursuant to Section 430 of the Retirement and Social Security Law.

STATE OF NEW YORK                    )  
  )    SS:  
COUNTY OF Nassau                    )

I, John E. Seiter being duly sworn, deposes and says:

1. That (~~s~~)he is the chief fiscal officer of the Water Authority of Great Neck North.
2. That the regular fiscal year of said employer begins on January 1 and ends on December 31.
3. That the governing body of said participating employers had elected to make the following retirement benefit(s) available to its employees provisions of Section 41(j) of the Retirement and Social Security Law.
4. That (~~s~~)he has been advised by the Retirement System that the initial actuarial payment to the System of all additional obligations created by such benefit(s) or improvement(s) is \$ 1,840.00.
5. That said sum has been appropriated in the budget for said fiscal year, and is available for such payment.
6. That payment of such sum will be made to the Retirement System during said fiscal year.

[Signature]  
(Chief Fiscal Officer)

Sworn to before me this 19th day of August, 2004.

[Signature]  
Notary Public, State of New York  
(Please affix stamp or seal)

**MARIE L. KIMLICKA**  
Notary Public, State of New York  
No. 01K15053959  
Qualified in Nassau County  
Commission Expires January 2, 2006



Office of the New York State Comptroller  
**Alan G. Hevesi**  
New York State and Local Retirement System  
Employees' Retirement System  
Police and Fire Retirement System  
110 State Street, Albany, New York 12244-0001

Mary Ellen Kutey, Assistant Director  
Member & Employer Services Bureau  
Telephone: 518-474-0167

Fax: 518-474-8357  
<http://www.osc.state.ny.us>

September 13, 2004  
Location Code: 51232

Mr. Robert J Graziano  
Superintendent  
Great Neck North Water Auth  
50 Water Mill Ln  
Great Neck, NY 11021-4235

Dear Mr. Graziano:

The New York State and Local Employees' Retirement System received Great Neck North Water Auth's resolution to provide the benefits of 41(j) for your eligible employees.

The resolution was received on September 08, 2004. Therefore, the effective date of the plan(s) is September 08, 2004. Effective date for new benefits cannot be before the Retirement System receives the resolution.

These benefits apply to all members. Qualified employees who retire after the effective date will be eligible for these benefits.

On approximately December 1, 2004, you will receive an invoice for \$1,840 related to this new benefit adoption. Payment will be due by December 31, 2004. Please do not send payment until you receive the invoice. The payment will appear as a credit on Great Neck North Water Auth's February 1, 2004 Annual Contribution Summary.

If you have any questions or if I can be of further assistance, you can reach me at (518) 474-0167.

Very truly yours,

June Hughes  
ERSE V  
Member and Employer Services Bureau

JH/jh