

JAN 03 2012

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

AMERICAN WATER WORKS COMPANY, INC  
A/K/A AMERICAN WATER WORKS SERVICE  
COMPANY, INC., and its subsidiaries<sup>1</sup>

and

Case No. 29-CA-30676

UTILITY WORKERS UNION OF AMERICA,  
AFL-CIO

**COMPLAINT AND NOTICE OF HEARING**

Utility Workers Union of America, AFL-CIO, herein called "the Union", has charged that American Water Works Company, Inc, a/k/a American Water Works Service Company, Inc., and its subsidiaries, herein called "Respondent", has been engaging in unfair labor practices as set forth in the National Labor Relations Act, as amended, 29 U.S.C. Section 151, et seq., "the Act". Based thereon, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, "the Board", issues this Complaint and Notice of Hearing and alleges as follows:

1 (a) The charge in Case No. 29-CA-30676 was filed by the Union on March 9, 2011, and a copy was served by regular mail on Respondent on March 15, 2011.

(b) The first amended charge in Case No. 29-CA-30676 was filed by the Union on March 22, 2011, and a copy was served by regular mail on Respondent on March 22, 2011.

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<sup>1</sup> Attached hereto as Appendix A is a list of all of the units involved herein, including the name of Respondent and/or its subsidiary, the location of each of the effected facilities, the name of each of the local unions involved, and a reference to that portion of the collective bargaining agreement where the unit description is located.

(c) The second amended charge in Case No. 29-CA-30676 was filed by the Union on April 7, 2011, and a copy was served by regular mail on Respondent on April 8, 2011.

2. At all material times, Respondent, a domestic corporation, with its principal office and place of business located at 1025 Laurel Oak Road, Voorhees, New Jersey, has been engaged in the sale of water and wastewater utilities services to residential, commercial, industrial and other customers, including sale for resale and public authority customers, maintaining and operating water and wastewater facilities, biosolids management, transporting and disposal services to municipalities and industrial customers.

3. During the past twelve month period, which period is representative of its annual operations in general, Respondent, in the course and conduct of their business operations described above, purchased and received at its Voorhees, New Jersey facility, goods, services and material valued in excess of \$50,000, directly from outside of the State of New Jersey.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, the Union, and all of the unions set forth in Appendix A, have been labor organizations within the meaning of Section 2(5) of the Act.

6. The employees of Respondent, and/or its subsidiaries, listed in the units set forth in Appendix A, constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

7. On or about August 1, 2005 Respondent, directly, and on behalf of its subsidiaries set forth in Appendix A, entered into a collective bargaining agreement with the Union, and all of the unions set forth in Appendix A, called the American Water National Benefits Agreement, referred to herein as "the National Benefits Agreement,"

covering terms and conditions of employment for employees in the units listed in Appendix A, which agreement was to remain in effect until July 31, 2010.

8. On or around January 1, 2011, Respondent, directly, and/or through its subsidiaries, failed to continue in effect all of the terms and conditions of the agreement described above in paragraph 7, by unilaterally implementing its last best offer which modified the terms of the medical plan, the retiree health benefits plan ("VEBA"), and the short term disability plan.

9. Respondent directly, and/or through its subsidiaries, engaged in the conduct described above in paragraph 8, without the consent of the Union or any of the unions set forth in Appendix A.

10. The terms and conditions of employment, described above in paragraph 8, are mandatory subjects for the purpose of collective bargaining.

11. Respondent directly, and/or through its subsidiaries, engaged in the conduct described above in paragraphs 8 and 9, even though prior written notice or other sufficient notice of the existence of a dispute between it and the Union and/or any of the other unions set forth in Appendix A, had not been served on the Federal Mediation and Conciliation Service, the California State Department of Industrial Relations, the Illinois State Department of Labor, the State of Pennsylvania Department of Labor and Industry and the New Jersey State Board of Mediation.

14. By the conduct described above in paragraphs 8 and 9, Respondent directly, and/or through its subsidiaries, have failed and refused to comply with Section 8(d)(3) of the Act, and therefore, have failed and refused to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the Unit, and thereby has been engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

11. The unfair labor practices of Respondent, described above, affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before Friday, January 13, 2012, or postmarked on or before Thursday, January 12, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the **E-Gov tab**, select **E-Filing**, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.


Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is

filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the Complaint are true.

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT on March 13, 2012, at 9:30 am** at Two MetroTech Center, 5<sup>th</sup> Floor, Brooklyn, New York 11201, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Brooklyn, New York, December 30, 2011.

  
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Alvin Blyer  
Regional Director, Region 29  
National Labor Relations Board  
Two MetroTech Center, 5<sup>th</sup> Floor  
Brooklyn, New York 11201

## APPENDIX "A"

### **American Water Works Service Co, Inc.**

Utility Workers Union of America, AFL-CIO, Local 640, Alton, IL  
Unit: As described in Article 1, Section 1.1.

Utility Workers Union of America, AFL-CIO, Local 640, Pensacola, FL  
Unit: As described in Article 1, Section 1.

### **California American Water Company**

International Union of Operating Engineers, AFL-CIO, Local 39, Sacramento, CA  
Unit: As described in Article 1 and Article 22.

Utility Workers Union of America, AFL-CIO, Local 508, Rosemead, CA  
Unit: As described in Article 1 and the Addendum to the Agreement.

Utility Workers Union of America, AFL-CIO, Local 508-A, Newbury Park, CA  
Unit: As described in Article 1 and the Addendum to the Agreement.

Utility Workers Union of America, AFL-CIO, Local 511, Central Division, CA  
Unit: As described in Section 1.

### **Iowa American Water Company**

Utility Workers Union of America, AFL-CIO, Local 525, Davenport, IA  
Unit: As described in Article 1, Section 1.

Utility Workers Union of America, AFL-CIO, Local 526, Clinton, IA  
Unit: As described in Article 1, Section 1.

### **Illinois-American Water Company**

Hotel Employees Restaurant Employees Union, Local 16, Chicago Midwest Regional Board, Peoria, IL  
Unit: As described in Article 2.

International Brotherhood of Electrical Workers, Local 51: Sterling, IL  
Unit: As described in Article 1.

International Brotherhood of Electrical Workers, AFL-CIO, Local 51: Lincoln, IL  
Unit: As described in Article 3.

International Union of Operating Engineers, AFL-CIO, Local 148, Alton IL  
Unit: As described in Article 1.

International Union of Operating Engineers, AFL-CIO, Local 148, Cairo IL  
Unit: As described in Article 1.

International Union of Operating Engineers, AFL-CIO, Local 399, Peoria IL  
Unit: As described in Article 1.

Laborers' International Union of North America, AFL-CIO, Local 100: Belleville, IL  
Unit: As described in Section 1.

Laborers' International Union of North America, AFL-CIO, Local 165, Peoria, IL  
Unit: As described in Article 1.

Laborers' International Union of North America, AFL-CIO, Local 397, Granite City, IL  
Unit: As described in Section 1.

Laborers' International Union of North America, AFL-CIO, Local 459, Belleville, IL  
Unit: As described in Section 1.

United Association of Plumbers and Pipefitters, AFL-CIO, Local 553, Alton IL  
Unit: As described in Article 1.

United Association of Plumbers and Pipefitters, AFL-CIO, Local 63, Pekin IL  
Unit: As described in Article 2.

United Food & Commercial Workers Union, AFL-CIO, Local 1546, Woodridge IL  
Unit: As described in Article 1.

Utility Workers Union of America, AFL-CIO, Local 405, Granite City IL  
Unit: As described in Section 2.

Utility Workers Union of America, AFL-CIO, Local 500, Champaign IL  
Unit: As described in Article 1.

**Indiana-American Water Company, Inc.**

United Association of Plumbers and Pipefitters, AFL-CIO, Local 157, Terre Haute, IN  
Unit: As described in Article 1.

United Steelworkers of America, AFL-CIO, Local 12213, Muncie IN  
Unit: As described in Article 3, Section 1.

United Steelworkers of America, AFL-CIO, Local 13584-01, Gary, IN  
Unit: As described in Article 1.

United Steelworkers of America, AFL-CIO, Local 13584, Gary, IN  
Unit: As described in Article 1.

United Steelworkers of America, AFL-CIO, Local 2958, Kokomo IN  
Unit: As described in Article 3.

International Brotherhood of Electrical Workers, AFL-CIO, Local 1393, Jeffersonville IN  
Unit: As described in Article 1.

International Brotherhood of Electrical Workers, AFL-CIO, Local 1393, Seymour IN  
Unit: As described in Article 1, Section 1.

**Kentucky-American Water Company**

National Conference of Firemen and Oilers, SEIU, AFL-CIO, Local 320, Louisville, KY  
Unit: As described in Section 1.

**Long Island American Water Corporation**

Utility Workers Union of America, AFL-CIO, Local 365, Lynbrook NY  
Unit: As described in Article 1.

**Maryland American Water Company**

Utility Workers Union of America, AFL-CIO, Local 537, Maryland  
Unit: As described in Section 1 and Section 23.

**Missouri American Water Company**

International Brotherhood of, Electrical Workers, AFL-CIO, Local 2, Mexico MO  
Unit: As described in Section 1.

International Brotherhood of Electrical Workers, AFL-CIO Local 695, St. Joseph, MO  
Unit: As described in Section 1.

International Brotherhood of Electrical Workers, AFL-CIO, Local 95, Joplin MO  
Unit: As described in Article 1, Section 1.

International Union of Operating Engineers, Local 101, Parkville, MO

International Union of Operating Engineers, Local 101S, Warrensburg MO

Utility Workers Union of America, AFL-CIO, Local 335\*, St. Louis MO

Utility Workers Union of America, AFL-CIO, Local 445, Cottleville MO  
Unit: As described in Article 1, Section 1.

Laborers' International Union of North America, AFL-CIO, Local 579, St. Joseph, MO  
Unit: As described in Section 1.

**New Jersey American Water Company**

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Local 473, Egg Harbor NJ

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Local 473, Delran, NJ  
Unit: As described in Section 2.

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Local 473, SEIU, Lakewood NJ  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 395, Shrewsbury NJ  
Unit: As described in Section 2.

Utility Workers Union of America, AFL-CIO, Local 391, Short Hills NJ

**Ohio American Water Co.**

International Union of Operating Engineers, Local 18S, Tiffin, OH  
Unit: As described in Article 1.

International Union of Operating Engineers, Local 18S, Franklin OH  
Unit: Unit: As described in Article 1 and Article 17.

Utility Workers Union of America, AFL-CIO, Local 397, Ashtabula OH  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 434, Marion OH  
Unit: As described in Section 1.

**Pennsylvania American Water Company**

American Federation of State, County and Municipal Employees,  
Local 1821A, District Council 88, AFL-CIO, Coatesville, PA  
Unit: As described in the Article entitled "Recognition."

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Local 473,  
Collegeville, PA

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Local 473,  
Levittown, PA

International Brotherhood of Firemen and Oilers, SEIU, AFL-CIO, Norristown, PA  
Unit: As described in Section 2.

Local 32BJ, Service Employees International Union, AFL-CIO, Yardley, PA  
Unit: As described in Section 2.

Utility Workers Union of America, AFL-CIO, Local 537, Districts of Butler, Clarion,  
Fayette, Indiana, Kane, Kittanning, Lawrence, Punxsutawney, Warren, and  
Washington/Valley, PA  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537, Brownsville, PA  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537, Pittsburg, PA  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537, Mechanicsburg, Elters, PA  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537, White Deer, PA  
Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537, Wilkes-Berre/Scranton, PA  
Unit: As described in Section 1.

**Tennessee American Water Company**

Utility Workers Union of America, AFL-CIO, Local 121, Chattanooga, TN

**Virginia American Water Company**

Service Employees International Union, 32BJ, Northern Virginia, formerly International Brotherhood of Firemen and Oilers, Local 473, Alexandria, VA.

Unit: As described in Section 2.

Chemical Workers, Local 851, Hopewell, VA

**West Virginia American Water Company**

Laborers' Union of North America, AFL-CIO, Local 1353, Scott Depot WV

Unit: As described in Article 1, Section 1.1.

Utility Workers Union of America, AFL-CIO, Local 537 (formerly Local 176),  
Huntington, WV

Unit: As described in Section 1.

Utility Workers Union of America, AFL-CIO, Local 537 (formerly Local 176),  
Northern Districts: Weston, Gassaway, Sutton, and Webster Springs, WV

Unit: As described in Section 1.

United Association of Plumbers and Pipefitters, AFL-CIO, Local 625, Oak Hill,  
Fayetteville WV

United Association of Plumbers and Pipefitters Union, AFL-CIO, Local 625,  
Princeton/Bluefield, Fayetteville WV

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

*(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)*

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

NOTICE

CASE NO. : Case Nos. 29-CA-030676

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional director, would serve to cancel the hearing

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; **and**
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of the hearing.

**Mail Certified to:**

ROBERT MCKEAGE, EMPLOYER  
REPRESENTATIVE  
AMERICAN WATER WORKS SERVICE  
COMPANY, INC.  
131 WOODCREST ROAD  
CHERRY HILLS, NJ 08003

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