

K#:9298

**AGREEMENT BETWEEN**  
**TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY**  
**AND**  
**DISTRICT COUNCIL 37**  
**AND**  
**ITS AFFILIATED LOCAL 1655, AFSCME, AFL-CIO**  
**March 3, 2008 through March 2, 2010**

**2005-2008 TBTA AGREEMENT**  
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**AGREEMENT** entered into this . . . day of . . . , by and between Triborough Bridge and Tunnel Authority, a public benefit corporation organized under the laws of the State of New York, herein after referred to as “the employer” and District Council 37 and its affiliated Local Union 1655 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as “the union”, for the period from March 3, 2008 through March 2, 2010.

**ARTICLE I**

**RECIPROCAL RIGHTS**

The Union recognizes the right of the employer to manage, and the employer recognizes its responsibility to so direct the working force that the dignity of labor and of the individual shall be protected. The employer shall administer its responsibilities as to be impartial and fair to all employees, shall not discriminate by reason of race, creed, national origin or union membership or activity.

**ARTICLE II**

**COLLECTIVE BARGAINING UNIT**

The collective bargaining unit for the employees shall include Accountant, Associate Accountant, Principal Administrative Associate, Assistant Accountant, Procurement Analyst, Bookkeeper, Associate Bookkeeper, Computer Aide, Insurance Advisor, Clerical Aide, Clerical Associate, Community Associate, Technical Support Aide, Secretary, Computer Associate (Operations), Computer Associate (Technical

Support), Computer Associate (Software), Computer Programmer Analyst, Computer Specialist, and Word Processor.

### ARTICLE III

#### UNION SECURITY

Section 1. The employer recognizes the union as the sole and exclusive bargaining representative for all employees within the collective bargaining unit as defined in Article II hereof, and no recognition as such bargaining representative or employee union representative by way of dues checkoff or otherwise shall be given to any other organization so long as this Agreement is in effect.

Section 2. The employer shall deduct bi-weekly dues for union members or a service fee for non-members as established by the union from the wages of employees and forward same to the union within ten (10) days after such deduction on a bi-weekly basis. The union hereby agrees that it will hold the employer harmless in the case of any claims arising out of the checkoff and payment to the union of employee dues.

Section 3. In any case where the union requests an increase in the amount of dues checkoff for the employees, the union shall supply to the employer copies of the union constitution and/or by-laws and resolutions adopted by the union membership providing for the increase in dues. The union shall also give the employer fifteen (15) days written notice of such increase request.

Section 4. Effective February 8, 1979, and thereafter, the employer shall deduct bi-weekly an agency shop fee from the wages of each employee in the collective bargaining unit represented by the union who has been an employee for more than one

(1) complete pay period and who is not a member of the union, in the same manner and in the same amount as union membership dues are deducted.

Section 5. The sum of the agency shop fees deducted shall be transmitted by the employer to the union at the same time and in the same manner as are union membership dues.

Section 6. The union shall refund to the employer any agency shop fees deducted and transmitted to the union in error.

Section 7. The union certifies that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee deduction which represents the employee's share of expenditures by the union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

Section 8. Agency shop fee deductions will be applied to regular payrolls only.

Section 9. The union shall assume the defense of, and hold the employer harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the collection, transmission or use of agency shop fee deductions transmitted to it by the employer in accordance with this agreement or out of a failure or refusal of the union to comply with the provisions thereof.

Section 10. Changes in the amount of annual agency shop fee deductions shall become effective in the same manner as do changes in the amount of union membership dues deduction.

#### **ARTICLE IV**

##### **UNION RIGHTS AND RESPONSIBILITIES**

Section 1. The union shall be permitted to use space as assigned by the employer on bulletin boards reasonably located on the premises for union notices.

Section 2. To the extent consistent with carrying out employer's public duties and responsibilities, union officials and delegates shall be permitted access to the premises to discuss grievances with employees at reasonable times and union stewards will be permitted to handle grievances in accordance with the pertinent procedures in Article V hereof and engage in other reasonable labor relations duties on the facilities pertaining hereto without forfeiture of penalty in rank or pay.

Section 3. The employer shall furnish to the union every six (6) months a listing of all covered titles with their home address, social security numbers, appointment dates, dates of birth, salaries, marital status, sick leave days, vacation days and all overtime hours worked. In addition each employee shall be given a semi-annual statement of all leave allowance accrued.

Section 4. A conference room, if available, may be used by the Union for discussions of Union business.

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as:

- a. A dispute concerning the application or interpretation of this collective bargaining agreement;
- b. A claimed violation, misinterpretation, or misapplication of the rules and regulations, existing policy or orders of the employer affecting the terms and conditions of employment, provided disputes involving the rules and regulations of the New York City Civil Service Commission and City Personnel Director shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those in their job specifications;

*Step 1.* All formal grievances shall be presented in writing to the individual's immediate supervisor within 120 calendar days of the precipitating incident either in person or through the appropriate shop steward. The immediate supervisor, shall within his/her authority, take whatever action he/she deems advisable. In any instance, the immediate supervisor shall give a definite written answer to the grievant within one (1) week of submission to him/her.

*Step 2.* If the action taken by the immediate supervisor in Step 1 is not deemed sufficient or proper by the employee, he/she shall within fifteen (15) working days ask his/her immediate supervisor to arrange a meeting with the individual or individuals concerned within five (5) working days of the receipt by

him/her of such request. The employee or employees may be represented at this step by his/her shop steward and/or a representative of the union. The division head shall notify the employee or employees in writing of his/her decision on the grievance within ninety-six (96) hours of the aforementioned grievance meeting.

*Step 3.* If the action taken by the division head in Step 2 is not deemed sufficient or proper by the employee or employees, he/she shall so notify the division head within fifteen (15) working days and request that a meeting be arranged with the Executive Officer and Chief Engineer or the person delegated by him/her to hear such grievances. The Executive Officer and Chief Engineer or his/her representative will arrange such a meeting within ten (10) working days of the request for meeting. The employee may be represented by his/her union representative at this meeting. A written decision shall be made within ten (10) working days of the aforesaid meeting.

*Step 4.* As a fourth and terminal step in the grievance procedure, the parties hereto agree to adopt final and binding arbitration for all issues arising out of the interpretation and application of the parties' agreement, with the provision that the arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of the agreement or to issue any award limiting or interfering with the operation of any applicable provision of law or inconsistent with or contrary to any such provision of law, or with respect to disciplinary matters or matters relating to the fitness of employees which are subject to the provisions of Section 75 of the New York State Civil Service Law.

The grievance shall be referred to the American Arbitration Association within fifteen (15) working days of receipt of the third step decision and the arbitrator shall be selected by the parties according to its rules. The cost and fees of such arbitration shall be shared equally by the union and the employer.

Section 2. The employer's procedure for the handling of disciplinary matters under Section 75 of the Civil Service Law shall be retained without change.

## **ARTICLE VI**

### **SENIORITY**

Section 1. The employer agrees that among equally qualified applicants in the same title for any position seniority is the governing consideration.

Section 2. For the purposes of this agreement length of service in title shall determine seniority. Employees promoted on the same date from the same list will have their number on the eligibility list used for purpose of seniority in the new title.

Section 3. No provisional employee shall have seniority as against a permanent employee in the same title.

Section 4. An employee who is performing a particular task may be required to continue to work in that task should overtime become necessary regardless of seniority.

## ARTICLE VII

### PENSION PAYMENTS

The employer agrees to grant all employees covered by this agreement any pension system improvement granted by the City of New York which may be provided in a City Contract to be entered into by the City and District Council 37, AFSCME, AFL-CIO.

## ARTICLE VIII

### BENEFIT FUND PAYMENTS

Section 1. The employer will pay into the District Council 37 Benefit Trust Fund, a sum of \$1500 per annum affective June 30, 2002, for each employee in the titles covered by this agreement and employees who retired from service on or after July 1, 1978. Effective July 1, 2004, the Benefit Trust contribution shall be increased by \$65.00.

Section 2. Effective July 1, 2006, the welfare fund contribution paid per eligible employee shall be increased by \$100. Effective November 1, 2006 there shall be a one-time payment to the welfare fund in the amount of \$166.67, on behalf of each eligible employee, who is receiving benefits on November 1, 2006.

Section 3. The union is to present to the employer for its review and audit, any amended plan approved by the members of the union and detail the use of such fund and outlining the procedure for expending such fund.

Section 4. The required payments will be paid into the fund as agreed to and in accordance with procedures as may be established in any approved plan.

## ARTICLE IX

### WAGES

Section 1. Employees shall be paid at the rates set forth for their positions by the City of New York and approved by the employer.

Section 2. Effective upon full and final ratification of the 2000-2002 Agreement, all Local 1655 represented employees will receive bi-weekly paychecks on a direct deposit basis. A procedure shall be instituted whereby an employee may request a paycheck. However, the cash payroll is hereby completely eliminated.

Section 3. Assignment Differentials

- a. An assignment differential in the pro-rated annual amount of \$500 shall be paid to employees who are assigned regularly to the operations of keystroke data processing machines.
- b. An assignment differential in the pro-rated annual amount of \$500 shall be paid to each person employed in the class of positions of Office Appliance Operator who is assigned regularly on a continuing basis to the Reproducing Section.
- c. An assignment differential in the pro-rated annual amount of \$300 shall be paid to persons employed in the class of positions of Office Aide who are assigned regularly to the preparation, reconciliation, certification and or auditing of payrolls in the office title of Payroll Clerk or Payroll Examiner, as determined by the agency head.

- d. An assignment differential in the pro-rated annual amount of \$400 shall be paid to persons employed in the class of positions of Office Associate who are assigned regularly to the preparation, reconciliation, certification and/or auditing of payrolls in the office title of Payroll Clerk or Payroll examiner, as determined by the agency head.
- e. Unless otherwise specified in this contract, such assignment differentials listed in (a) (b)(c) and (d) above shall be continued only during the period of such assignment. In the event that an affected employee is removed from such assignment, the assignment differential shall be discontinued. The payment of such differential shall not be considered as a promotion or change of title.

Section 4. General Wage Increase

- a. Effective March 3, 2008 the rates of pay that were in effect on March 2, 2008 shall be increased by 4%.  
Effective March 3, 2009 the rates of pay that were in effect on March 2, 2009 shall be increased by 4%.  
Effective on the last day of the agreement the wage increases shall be applied to “additions to gross” The total cost of the increase as it applies to additions to gross shall not exceed a cost of .10% of the December 31, 2007 payroll, including spin-offs and pensions. Recurring increment payments are excluded from this provision.
- b. The appointment rate for a newly hired employee shall be 15% less than the applicable incumbent rate that is in effect on the date of such

appointment. Upon completion of two years of service, the employee shall be paid the incumbent rate.

Section 5. Longevity Pay.

Each employee with 15 years of service shall receive a longevity increment of \$500 per annum. Effective July 1, 1990, employees receiving the Longevity Increment pursuant to Article IX, Section 5 of the 1984-87 Agreement shall receive an additional longevity increment of \$300 per annum. Employees who become eligible for the Longevity Increment on or after July 1, 1990 shall receive a longevity increment in the increased amount of \$800 per annum.

Section 6. Employees in the title Principal Administrative Associate shall receive an experience differential and longevity increment in lieu of the increases provided in Section 5 above, similar to that provided in the 1987 agreement between the City of New York and the Communications Workers of America effective July 1, 1990.

Section 7. "Applier" Title

The Authority shall request the New York City Department of Personnel to evaluate the applier position in the Revenue Control Division and if appropriate, to establish such a title and schedule an examination for the establishment of a list to fill future vacancies.

**ARTICLE X**

**OVERTIME**

Section 1. Employees shall be paid at the rate of time and one half for overtime work and at the rate of double time for overtime work performed on Sundays

and holidays, except holidays which fall on Saturday for which overtime will be paid at the rate of time and one half.

Section 2. Employees shall receive overtime pay as close as possible to the following payday.

Section 3. Employees called in from home for authorized, ordered, involuntary overtime work, shall be guaranteed a minimum of four (4) hours work.

Section 4. Employees will not be required to “stand by” in their home subject to recall.

Section 5. There shall be no rescheduling of days off or tours of duty to avoid the payment of overtime compensation.

Section 6. In all cases the need for overtime shall be determined by the supervisor.

Section 7. No employee will be called in for overtime while on Jury Duty or vacation unless there is a need for a specific skill.

Section 8. Involuntary overtime shall be assigned in inverse order of seniority by function. Employees shall be notified of such involuntary overtime before they leave on the day prior to the overtime.

Section 9. Voluntary overtime shall be offered to employees in order of seniority by function.

Section 10. Overtime compensation will be taken in cash only unless the employee requests and the supervisor agree that the employee may take compensatory time off at the appropriate premium rate.

Section 11. Employees not compensated in cash for overtime shall receive the same meal allowance as set forth in the Citywide Contract negotiated between District Council 37 and the City of New York.

Section 12. An employee ordered to work during a scheduled meal period will be compensated for the overtime at the rate of straight time for that part of the meal period worked. Employees ordered to work more than one half hour into their scheduled meal period shall receive, in addition to cash compensation for the overtime, compensatory time off on the same day to provide at least one half hour for the meal break.

Section 13. Employees may take a ten (10) minute break prior to two (2) hours anticipated overtime at the end of the normal workday.

## **ARTICLE XI**

### **GENERAL WORKING CONDITIONS**

Section 1. Any vacancy, which the employer intends to fill, will be posted within thirty (30) days of its occurrence. After a posting period of five (5) working days, a final determination regarding the disposition of the vacancy will be made within sixty (60) days.

The employer will furnish Local 1655 with a list of the applicants for each vacancy and will advise Local 1655 of the appointment prior to its announcement.

When a vacancy occurs, the employer shall first attempt to fill the vacancy by soliciting requests for voluntary transfer (posting). When more than one request for transfer is received among equally qualified applicants in the same title, seniority shall be the governing consideration. In the event the position cannot be filled by a voluntary

transfer, then the least senior, qualified employee in the title shall be moved or a new appointment made to fill the vacancy. For purposes of this Section, seniority shall be based on time in title.

The employer and the union will cooperate in seeking to expand the available training courses for those employees in the bargaining unit, with the goal of achieving the most effective work crew possible and qualifying employees for promotional opportunities.

Effective upon full and final ratification of the 2008-2010 agreement, Local 1655 members will be permitted to participate in specified training classes as designated by the employer.

Effective upon full and final ratification of the 2008-2010 agreement, a flextime pilot program will be established and available to Local 1655 members in Human Resources and Training. The terms of the pilot program are included in Appendix "A" attached hereto.

An employee who is "passed-over" for promotion from a Civil Service list to a title included in the bargaining unit may request an interview with the division head for the purpose of receiving an explanation for the passing over. This shall also apply to employees who are passed-over for lateral appointments and provisionals passed-over for permanent appointment.

Section 2. The present rules, orders and conditions shall prevail unless modified. Any modifications shall become part of this agreement.

Section 3. Employees shall work an eight (8) hour, five-day week, including one (1) hour, paid meal period per day. Monday through Friday will continue to be the

normal week for employees whose assignments have been so classified. Assignments that presently require otherwise are exempted from these provisions.

Section 4. When employees are required to work on their day off, they shall be guaranteed four (4) hours work.

Section 5. One lateness per month under five (5) minutes shall go unreported to the employee's personal file. Employees who have more than four (4) chargeable lateness' of five (5) minutes or over within a six (6) month period shall have all further chargeable latenesses for the next six (6) month period charged in cash.

Section 6. Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration, or other catastrophe of similar severity, or a traffic delay of major proportion caused by an occurrence so exceptional that it receives news media coverage, shall be excused.

Section 7. An employee shall be entitled to read any evaluatory statement in his/her personnel folder. He/she shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its content. Notwithstanding the foregoing, memoranda addressed to an employee need not be signed by such employee. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in subsequent disciplinary actions against the employee.

Section 8. There shall be a ten (10) minute morning break and a ten (10) minute afternoon coffee break to be scheduled by the department supervisors according to the needs of the department.

Section 9. The employer will issue a policy memorandum regarding performance reviews of probationary employees.

Section 10. The employer for the Randall's Island location will design a medical emergency plan. All supervisors will be trained in the procedures of such plan. Some employees and supervisors will be trained in first aid.

Section 11. Room 210 may be used by employees for private consultations with personnel department representatives.

Section 12. The employer will investigate the use of a synchronized clock system and provide clocks on employee buses.

Section 13. The employer will maintain safe and sanitary conditions in all its facilities and equipment.

Section 14. Copies of the Triborough Bridge and Tunnel Authority Employees Rules and Regulations shall be supplied by the employer to all employees.

Section 15. The Authority has the right to take all actions necessary to comply with the Americans with Disabilities Act ("ADA").

## ARTICLE XII

### OTHER BENEFITS

1. The Authority agrees that Local 1655 will be eligible to participate in the existing deferred compensation plan created pursuant to Section 457 of the Internal Revenue Code.
2. For employees in active pay status during the period of June 1, 1996 through May 31, 1997, the TBTA will pay to such annuity fund as established by the 1995 MCEA \$2.00 for each paid working day per employee, up to a maximum of \$522 per annum. To receive payment the employee must be in active pay status on June 1, 1999. Excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
3. As soon as is practical following the ratification of the 2000-2002 Agreement, the TBTA shall offer employees the option of opening a 401(K) account on the same terms and conditions as currently in effect for non-represented employees, as it may be amended.
4. As soon as practical following ratification of the 2000-2002 Agreement, employees shall be offered participation in the TransitChek program on the terms and conditions as currently in effect for non-represented employees, as it may be amended.
5. The TBTA agrees to offer employees, as soon as practicable, the right to participate in the TBTA's flexible spending account program.

## ARTICLE XIII

### HOLIDAYS

Section 1. All employees shall be granted twelve (12) holidays with pay annually. The holidays are:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday (third Monday in January)
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans Day
10. Thanksgiving Day
11. The day after Thanksgiving
12. Christmas Day.

Section 2. If a holiday falls on a Saturday, employees shall receive either Friday or Monday off, based on the requirements of the Authority. Preference as to the choice of days off will be granted to the employees, where possible, on the basis of seniority. When the holiday falls on Sunday, these employees shall be granted Monday off. When an employee is required to work on the Friday or Monday that he/she would have substituted for the Saturday or Sunday holiday, he or she shall be compensated at double time. When he or she is required to work on Saturday, the Saturday shall be at time and one half. When an RDO occurs on a holiday, an equivalent day off will be granted.

Section 3. Veterans who must work on Veterans Day or Memorial Day as part of their regular schedule will be paid the double-time rate plus receiving another day off.

## ARTICLE XIV

### VACATIONS

Section 1. Employees hired prior to July 1, 1985 with one (1) year but less than eight (8) years of service shall be entitled to twenty-three (23) days of annual leave.

Employees hired on or after July 1, 1985 shall accrue annual leave at the following rates:

13 days in the first year

16 days in the second year

16 days in the third year

18 days in the fourth year

23 days in the fifth year, sixth year, and seventh year each.

Section 2. Employees with eight years but less than fifteen (15) years of service shall receive twenty-five (25) days of annual leave. Employees with fifteen (15) or more years of service shall receive twenty-seven (27) days of annual leave.

Effective upon full and final ratification of this Agreement, employees who have completed 10 years of TBTA service will accrue an additional vacation day per year. Eligible employees accruing this additional day in the '04 to '05 leave year will have it credited for use as current vacation leave on March 1, 2005.

Section 3. Effective upon full and final ratification of the 2002 – 2005

Agreement, newly hired employees will earn vacation days as follows:

<u>Years of Service</u>	<u>Days Accrued</u>
0-1	13
1-2	16
2-3	16
3-4	18
4-5	18
5-6	19
6-7	20
7-8	21
8-9	22
9-10	22
10-11	22
11-12	22
12-13	23
13-14	24
14-15	25
15-16	25
16-17	25
17+	27

Section 4. The employer will publicize to its employees and supervisors its current policies that annual vacation selections are to be granted by seniority and by function and that annual leave may be scheduled in single days if such scheduling does not interfere with the efficiency of the department.

Section 5. Employees may take three (3) weeks vacation at one time with their supervisor's approval on the same basis as approval was previously given for two (2) week periods.

Section 6. The Insurance Division will be exempt from the restrictions against vacations in the Controller's Division between December 15<sup>th</sup> and January 31<sup>st</sup>.

Section 7. Effective March 1, 2010, ten (10) days annual leave may be carried over into the next vacation year. The ten (10) days carried over must be used within the

first ninety (90) days of the new vacation year. Employees with restricted vacation periods may receive further consideration.

Section 8. Employees shall be entitled to take eight (8) “personal business” days per year charged to annual leave provided that the eighth “personal business” day in a vacation year may be taken only if overtime is not needed to cover the employee’s absence.

Section 9. Effective upon full and final ratification of the 2002 – 2005 Agreement, newly hired employees shall not be entitled to take Good Friday or Rosh Hashanah/Yom Kippur as days off with pay. Employees must use vacation time when such days are requested and taken off from work.

Section 10. Effective upon full and final ratification of this Agreement, employees may sell back up to 10 days of current, unused vacation leave to the Authority on the same terms and conditions offered to nonrepresented employees.

## ARTICLE XV

### SICK LEAVE

Section 1. For all employees with employer service prior to March 1, 1965, the sick leave bank established, consisting of five (5) working days per year of service, may be used only for extended illness (one week or more).

Effective March 1, 1965, sick leave allowance of one (1) day per month of service shall be credited to permanent and full time provisional employees to be used for the personal illness of the employee. Any sick leave remaining to employee’s credit at end of vacation year shall be permitted to be accumulated.

The number of sick leave allowance days permitted to be accumulated shall be unlimited.

Section 2. Effective upon full and final ratification of the 2002 – 2005 Agreement, newly hired employees will accrue a maximum of 10 sick leave days per year for the first 5 years of service. At the beginning of the 6<sup>th</sup> year of service, the sick leave accrual shall be 12 days per year.

Section 3. Single day sick leave absences before or after RDOs/holidays shall be charged without pay after three (3) occasions in a rolling year where the employee does not bring a valid doctor's note for the absences.

Section 4. Effective upon full and final ratification of the 1995-2000 agreement, employees may use two (2) days per year from their current sick leave balances for the care of ill family members. Family members include the following: spouse, child, parent, stepparent, foster parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, registered domestic partner, or any relative living in the household. Approval of such leave is discretionary with the TBTA and employee must provide proof of disability, satisfactory to the TBTA, within five (5) days of the employee's return to work.

Section 5. An employee absent because of extended illness (in excess of twenty-one calendar days) shall, upon medical verification of said illness, be permitted to draw anticipated sick leave up to the amount of such leave he/she would earn in the ensuing two years. Such employees shall be notified about two (2) weeks before the expiration of all accumulated sick leave so that they have the option of using accumulated annual leave.

Section 6. An employee who is hospitalized or becomes seriously ill or disabled while on vacation may have the balance of that vacation charged to sick leave subject to medical verification of the illness or disablement.

Section 7. An employee injured while on duty, not as a result of his/her negligence, shall receive a maximum of up to one year's absence with pay without charge to his/her regular sick leave allowance, in the event of serious injury resulting in an absence under the following conditions.

- a. The employee must notify his/her supervisor of the injury immediately. In any event, such notification must be made prior to the end of the tour of duty.
- b. A physician selected by the employer determines upon medical examination that the employee's injury requires the employee to be absent from the job.
- c. Periodic re-examination of the employee by the physician selected by the employer and /or the State Insurance Fund will be required to verify the need for continuous absence. The employer's physician will consult with the employee's physician where the latter questions the advisability of the employee's returning to work.
- d. The finding of the employer's physician, who shall be a specialist in the medical area involved, shall be final and binding and not subject to review.

The injury sustained by the employee cannot be the result of his/her willful gross disobedience of safety rules or willful failure to use a safety device, nor while he/she was

under the influence of alcohol or narcotics at the time of injury, nor if he/she willfully intended to bring about injury or death upon himself/herself or another.

Section 8. Vacation and sick leave shall accrue to employees on paid leave for illness or IOD.

Section 9. Employees shall be eligible for Long-Term Disability Benefits similar to those afforded to Bridge and Tunnel Officer's, Sergeants and Lieutenants, and Bridge and Tunnel Maintainers effective July 1, 1978.

Section 10. The employer will adopt the policies of the City of New York for employees in the Career and Salary Plan regarding leave of absence for maternity/child care leave and leave of absence for attendance at union conferences and conventions, as set forth in the Citywide Agreement between District Council 37 and the City of New York.

Section 11. The parties agree that the standards established in Article V, Section 5 of the Citywide contract between the City of New York and DC 37, will be utilized in reviewing sick leave requests, except that the sick leave periods utilized shall be March 1 to August 31; and September 1 to February 28.

**ARTICLE XVI**

**ABSENCE WITH PAY**

Section 1. Absence with pay not charged to vacation will be granted to employees:

- a. Required to appear before Worker's Compensation Board;
- b. On Jury Duty or answering a subpoena related to Triborough Bridge and Tunnel Authority business (pay received for such duty must be turned over to the employer's payroll Division);
- c. Taking promotion examinations;
- d. On ordered military duty as prescribed by law;
- e. Required to appear at death of spouse, child, parent, stepparent, foster parent, sister, brother, registered domestic partner, or any partner, or any relative residing in the household for which five (5) working days will be allowed.

Absence because of death of mother-in law, father-in law, grandparent or grandchild, for which three (3) working days will be allowed, shall not be charged to sick leave, vacation or R.D.O.

- f. To a maximum of three (3) employees to attend grievances and arbitrations, (including the grievant and witnesses).
- g. For Witness at P.E.R.B. hearing and Executive Officer Hearings.

**ARTICLE XVII**

**TERMINAL LEAVE**

Terminal leave policies shall conform to those of the City of New York for its Career and Salary Plan employees, as set forth in the Citywide Agreement between District Council 37 and the City of New York.

**ARTICLE XVIII**

**HEALTH INSURANCE**

*Section 1.* The parties agree that the current employer provided health benefits including Blue Cross, Health Insurance Plan, Group Health Incorporated, Major Medical Benefits, and Medicare coordinated benefits, will be replaced with the Participating Employer New York State Government Employees Health Insurance Program, "The Empire Plan", excluding prescription drug coverage. Such coverage will be subject to all subsequent revisions and amendments made to the Empire Plan by the State of New York, and shall become effective as soon as the Authority can implement the new Plan. Employees will not be obligated to make premium payments if they choose to participate in the base Empire Plan option or HIP/HMO. Employees choosing to participate in another offered HMO option will be responsible to pay any additional premium above the premium applicable to the base Empire Plan option.

*Section 2.* The TBTA shall offer to Local 1655 members participation in the Health Insurance Opt-Out Incentive program, commencing upon full and final ratification of the 2000-2002 Agreement, to eligible employees on the same terms and conditions as offered to non-represented employees. However, 2002 employees shall receive a pro-rata

portion of the 2002 incentive payment based upon an opt-out implementation date of February 1, 2002. For 2002, Local 1655 members choosing to do so must opt-out within 30 calendar days of the full and final ratification of the 2002 – 2005 Agreement.

Section 3. For employees over 65, the employer will also pay the entire cost of Medicare Supplemental Plan.

Section 4. The \$100,000 maximum benefit under Major Medical coverage will be raised to \$200,000 under the same terms and conditions of the existing coverage.

Section 5. Effective with the re-opener period for Health Insurance subsequent to July 1, 1980 and every year thereafter, retirees shall have the option of changing their previous choice of health plans. The Union will assume the responsibility of informing the retirees of this option.

Section 6. Effective upon full and final ratification of the 1995-2000 Agreement, the TBTA will offer to registered domestic partners of employees who are eligible to be enrolled in the New York State Health Insurance Program (“Empire Plan), the same health benefits currently offered to married employees and their dependent children. Employees will be eligible to participate in the domestic partnership program if they meet the following criteria:

1. The employee and domestic partner are over 18 years of age;
2. They are unmarried;
3. Neither domestic partner has been a member of another domestic partnership for a period of six months prior to the date of application;
4. The partners have a close and committed personal relationship;

5. The partners live together on a continuous basis and have been living together for a period of at least six months;
6. And, the partners have submitted the required application, affidavits, certificates and items of proof to the TBTA's benefits office.

Employees availing themselves of domestic partner health benefits will be subject to all obligations and liabilities, on behalf of such domestic partner and dependent children, which are now, or may be in the future, part of participation in the Empire Plan, including, but not limited to, payment of deductibles and co-payments for services, payment of any portion of premiums and payment of any additional State and/or Federal taxable income which may be assessed.

Section 7. Health Insurance: Whereas the City of New York and DC 37 in Section 7 of the 1985 (MCEA) established a health insurance stabilization fund" ("fund") for the purpose of maintaining GHI benefit levels when GHI premiums exceed HIP/HMO premiums, and providing improved GHI benefits with any funds remaining in the "fund" after premium increases for existing benefits are paid, and in the event the City of New York makes such an expenditure from the "fund" for new GHI benefits, TBTA will increase its expenditures for health premiums for employees by a comparable amount.

In no event shall TBTA increased expenditure exceed a per annum amount equal to .19% of base payroll for the employees for the payroll period including June 30, 1984 for each contract year or .57% (of the same base) per annum total increase over the term of the contract.

Section 8. The following health benefits cost containment measures shall be implemented, effective December 31, 1991.

- A. Blue Cross/Blue Shield Term Care Program – Pre-admission and Concurrent Review Program.
- B. Eliminate Major Medical coverage for HIP and MED-team participants-convert from “HIP BASIC to “HIP/HMO”.
- C. Travelers (or any carrier of the Authority’s choice – subject to advance notice to the union and the replacement carrier having the ability to provide the equivalent level of service) shall administer both GHI and Major Medical benefits.

**ARTICLE XIX**

**LABOR MANAGEMENT COMMITTEE**

The employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.

The Labor-Management Committee shall consider and recommend to the Executive Officer and Chief Engineer changes in the working conditions of the employees who are covered by this agreement. The Labor-Management Committee shall not consider items subject to the grievance procedure.

The Labor-Management Committee shall consist of six members who shall serve for the term of this Contract. The Union shall designate three members and the employer shall designate three members. The committee shall make its recommendation to the Executive Officer and Chief Engineer in writing.

Union Representatives to the Labor-Management Committee shall be excused with pay to attend all official meetings of the said committee. Members of sub-committees, duly appointed by the Labor-Management Committee for a specific Assignment, shall be released with pay to attend to those specific assignments subject to the approval of the Executive Officer and Chief Engineer or his/her designee.

The Labor-Management Committee shall meet at the request of either the union or the employer at times mutually agreeable to both parties. As far in advance as possible, the party calling the meeting shall provide the other party with a written agenda of matters to be discussed. Minutes shall be kept of all Labor Management Committee meetings and copies supplied to all members of the committee. At a minimum, the following topics shall be considered admissible to the agenda of the Labor-Management Committee:

- a. The creation of new or provisional titles by the employer which affect the bargaining unit;
- b. "Flextime", which may have an agenda to itself. A subcommittee may be formed on this topic and may be released for necessary investigation of it;
- c. The issue of employing "Office Temporaries";
- d. Problems encountered on paydays with the length of the lunch period allowed.
- e. A Labor-Management Committee shall be established to discuss the issue of giving provisionals with two or more years of satisfactory service in a specific title due process in disciplinary matters. It is understood that the establishment of such a committee is not intended in any way to offer provisional employees rights under Section 75 of the Civil Service Law or

arbitration procedures of this collective bargaining agreement. The parties agree to develop an alternative mechanism or procedure for provisionals grieving disciplinary actions.

## **ARTICLE XX**

### **CHECKOFF FOR POLITICAL PURPOSES**

*Section 1.* Each member of the union shall be entitled to authorize deductions for political contributions from his wages by completing an authorization form acceptable to the employer, which bears the signature of the member and specifies the amount to be deducted. Such authorization shall be voluntary and may be revoked at any time in writing. The authorization shall remain in effect until the employer is notified in writing of the revocation of the authorization.

*Section 2.* No later than thirty (30) days following the deduction, the employer shall transmit the authorized deductions to District Council 37 along with a listing of employees from whom the deductions have been made, the amounts deducted, and such other information as may be agreed upon by the parties.

*Section 3.* The employer shall be reimbursed by the union for expenses incurred in administering the political check off system at the rate of five cents per month for each employee for whom a political check off was deducted.

*Section 4.* The Union shall be responsible for complying with all legal requirements regarding the establishment and operation of a separate segregated fund. District Council 37 affirms that it has established a separate segregated fund, District Council 37 PEOPLE, which is registered with the Federal Election Commission, and that

such fund is authorized to solicit contributions and make expenditures in accordance with applicable law.

Section 5. The union shall refund to the employees any contribution wrongfully deducted and transmitted to its fund.

Section 6. No arrears of any kind or nature shall be collected through the political checkoff.

Section 7. The employer and its officials and employees shall not be liable in the operation of the political checkoff or any mistake or error of judgment or any other act of omission or commission, and DC 37 and its affiliated Local 1655 agree to hold the employer harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.

Section 8. In the case of an employee earning insufficient compensation, political check-off shall be considered last in arithmetical sequence; therefore, if the residual amount of pay after other deductions is less than the full amount of the political check-off, no fractional amount of political check-off deductions shall be made nor carried over for deduction in any subsequent payroll period.

## **ARTICLE XXI**

### **OTHER CONDITIONS**

Any conditions of employment not set forth in this agreement, specifically or by referral, which now prevails, shall continue to prevail until modified. Any modifications shall become part of this agreement.

## **ARTICLE XXII**

### **APPLICABLE LAWS AND REGULATIONS**

This agreement is made with recognition that in the many spheres of this agreement, the Civil Service Law has controlling significance. It is not the intent of the parties that this agreement shall violate this or any other law and it shall be inapplicable whenever it violates any provision of this or any other law. However, the limitations of any term of this agreement by applicable law shall not violate or void the balance of this agreement.

The employer represents that existing regulations and orders of the employer do not conflict with this agreement.

## **ARTICLE XXIII**

### **DISCIPLINARY PROCEEDINGS**

Section 1. An employee involved in a disciplinary proceeding pursuant to Section 75 of the Civil Service Law, shall receive a copy of the charges against him/her and shall have the right to have representation by the union's counsel at any stage of the proceeding. One union representative in addition to counsel or advocate may attend formal or informal disciplinary hearings.

Section 2. When a permanent employee is summoned to an interview which may lead to disciplinary action and which is conducted by someone outside the normal supervisory chain of command the following procedures shall apply:

- a. Employees who are summoned to the Inspector General's or the Internal Affairs Division's office shall be notified, whenever feasible, in writing at

least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.

- b. Whenever such employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and he/she shall be informed of this right. Upon request of the employee, the Inspector General or Internal Affairs division may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Whenever possible such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
- d. Notwithstanding anything herein to the contrary, no part of the above procedure shall apply to an investigation which may lead to criminal charges.

#### **ARTICLE XXIV**

#### **ADDITIONAL COMPENSATION**

Local 1655 acknowledge the TBTA's right to pay additional compensation for outstanding performance. The TBTA agrees to notify Local 1655 of its intent to pay such additional compensation.

**ARTICLE XXV**

**NO STRIKE OR SLOWDOWN**

There shall be no strikes, demonstrations, slow downs or lockouts, direct or indirect, during the term of this agreement.

**ARTICLE XXVI**

**CONTRACT CHANGE**

During the term of this contract, there shall be no change in the terms and conditions set forth in this Contract, except as agreed to by the union and the employer.

**ARTICLE XXVII**

**RESOLUTION**

This Contract shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all such demands and items there shall be no further collective bargaining for effectiveness during the period of time from March 3, 2008 through March 2, 2010. Nor, during the foregoing period of time, shall the union engage in any activity for the enactment of any law, the effect of which would increase the monetary cost to the Authority beyond the Benefits granted under this contract.

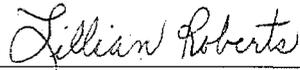
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of

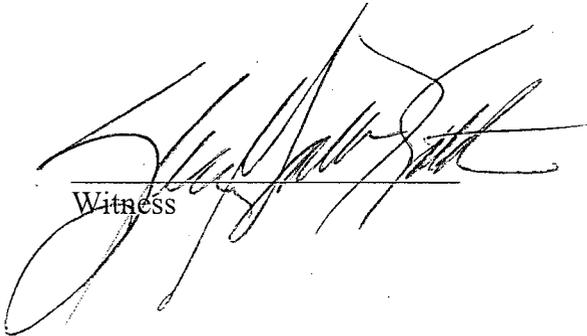
Oct. 26, 2010



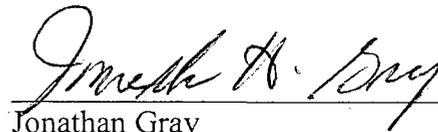
James Ferrara  
President  
TBTA



Lillian Roberts  
Executive Director  
DC37, AFSCME, AFL-CIO



Witness



Jonathan Gray  
President  
Local 1655



Witness

(tbta-2008-2010)