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AGREEMENT BETWEEN

NEW YORK STATE

THRUWAY AUTHORITY

AND

LOCAL 72, NEW YORK STATE

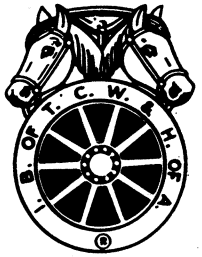
THRUWAY EMPLOYEES

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

7/25/03

2,800 emlees



NEGOTIATING UNIT I

JUNE 5, 2000

6/5/00 -- 6/30/2003

139 pages

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AGREEMENT BETWEEN
NEW YORK STATE THRUWAY AUTHORITY
and
LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR NEGOTIATING UNIT I

AGREEMENT made as of the FIFTH DAY OF JUNE, 2000, by and between the New York State Thruway Authority (hereinafter referred to as the "Authority") and Local 72, New York State Thruway Employees, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"), acting as the duly certified collective negotiating representative of all employees, including Part-Time Toll Collectors but excluding other part-time, seasonal and short-term temporary employees, in the following titles, who comprise Negotiating Unit I of the employees of the Authority, but including those employees retaining permanent status in Unit I who have been temporarily appointed or promoted to titles assigned to another Negotiating Unit:

Accountant Aide
Accountant Aide Trainee 1
Accountant Aide Trainee 2
Administrative Aide
Artist Designer 3
Automotive Body Mechanic
Bridge Electrician
Bridge Painter
Bridge Painter Trainee 1
Bridge Painter Trainee 2
Bridge Patrol Operator
Bridge Repair Assistant
Bridge Repair Assistant ITP
Bridge Repair Assistant Trainee 1
Bridge Repair Assistant Trainee 2
Bridge Repair Mechanic
Bridge Rigger
Bridge Welder
Calculations Clerk 1
Calculations Clerk 2
Carpenter
Chauffeur
Cleaner
Clerk 1
Clerk 2
Computer Operator
Computer Operator Trainee
Construction Equipment Operator (Heavy)
Construction Equipment Operator (Light)
Construction Equipment Operator (Light) ITP
Construction Equipment Operator (Light) Trainee 1 (6)
Construction Equipment Operator (Light) Trainee 1 (18)
Construction Equipment Operator (Light) Trainee 2
Crane and Shovel Operator
Data Entry Machine Operator
Data Entry Machine Operator Trainee
Data Processing Clerk 2
Drafting Aide
Drafting Technician
Dredge Crane Operator
Electrician

Electronic Equipment Mechanic
Engineering Technician
General Mechanic
Grounds Worker
Janitor
Keyboard Specialist (except secretaries to Assistant Personnel Director, Associate Personnel Administrator and Thruway Budget Supervisor)
Laborer
Machinist
Mail and Supply Clerk
Maintenance Assistant
Maintenance Assistant (Electrician)
Maintenance Assistant (Mechanic)
Maintenance Assistant (Plumber)
Maintenance Assistant (Roofer and Tinsmith)
Mason and Plasterer
Motor Equipment Mechanic
Motor Vehicle Operator
MOVEABLE BARRIER OPERATOR
Offset Printing Machine Operator
Offset Printing Machine Operator Trainee
Painter
Photographer 1
Photographer 2
Plumber and Steamfitter
Principal Clerk (except Thruway Office Services Assistant)
Principal Mail and Supply Clerk
Principal Offset Printing Machine Operator
Principal Stenographer (except secretary in Executive Director's Office)
Purchasing Assistant 1
Radio Dispatcher
Refrigeration Mechanic
Roofer and Tinsmith
Secretary 1 (except secretaries to Director of Planning, Personnel Director and Director of Labor Relations)
Secretary 2 (except secretaries to General Counsel, Director of Internal Audit, Director of Administrative Services, Director of Human Resource Management, Director of General Services, Director of Thruway Finance and Affirmative Action Officer)
Section Clerk
Senior Computer Operator
Senior Data Entry Machine Operator
Senior Drafting Technician (Architectural)
Senior Drafting Technician (General)
Senior Engineering Technician
Senior Engineering Technician (Water Pollution Control)
Senior Mail and Supply Clerk
Senior Offset Printing Machine Operator
Senior Stenographer (except secretaries to Assistant Counsel, Associate Counsel, Senior Attorney, Director of Internal Audit)
Senior Typist
Service Area Equipment Operator
Service Area Equipment Operator Trainee 1
Service Area Equipment Operator Trainee 2
Service Area Mechanic

Sheet Metal Worker
Sign Painter
Sign Shop Worker
Sign Shop Worker Trainee
STORES CLERK 1
Stores Clerk 2
Supply Assistant
Tender Captain
THRUWAY MAINTENANCE WORKER
THRUWAY MAINTENANCE WORKER TRAINEE 1
THRUWAY MAINTENANCE WORKER TRAINEE 2
THRUWAY MAINTENANCE WORKER TRAINEE 3
Thruway Tug Captain
Toll Collector
Toll Collector - Part-Time
Toll Equipment Mechanic
Toll Equipment Modification Specialist
Welder

ARTICLE 1
Statement of Joint Purpose

The parties to this Agreement affirm their understanding that the Authority is a public benefit corporation and its facilities are managed for the safety and convenience of the public, essential commerce and the national defense. It is the declared purpose of this Agreement to maintain and improve the quality and efficiency of Authority facilities and services, mindful of the public need for economic transportation, the employee need for fair compensation, working conditions and benefits, and the obligations of the Authority under State and other laws and its covenants with the holders of its bonds. To this end, the Authority and the Union join themselves together to observe in good faith the terms of this Agreement.

ARTICLE 2
Recognition

The Authority, pursuant to the Public Employees' Fair Employment Act, recognizes the Union as the sole and exclusive representative of all employees in Negotiating Unit I, for the purpose of collective bargaining negotiations for wages, hours of work, fringe benefits and other terms and conditions of work.

ARTICLE 3
Term of Agreement

The term of this Agreement will be from the date hereof to the close of business JUNE 30, 2003.

Negotiations for new proposals shall commence in MARCH, 2003.

ARTICLE 4
Payroll Deductions for Dues, Insurance or Credit Unions

The Authority shall deduct regular monthly dues from the pay of any Union member covered by this Agreement upon receipt from the Union of individual written authorization cards executed by an employee for that purpose and bearing

the employee's signature. The Authority shall also deduct payments to any state employee's federal credit union and group life, automobile and homeowners insurance premiums in accordance with applicable statutes. State Employees Federal Credit Union deductions must result in an employee check with a net amount of at least $25.00. Authorizations may be filed or withdrawn at any time by an employee upon written notice to the Director of Thruway Finance in accordance with regulations promulgated by said Director. The Authority agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

ARTICLE 5
Employee Organization Rights

5.A. Chief Shop Stewards/Shop Stewards

The Authority recognizes the right of the Union to designate Chief Shop Stewards, Shop Stewards and alternates.

The authority of Chief Shop Stewards, Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities at the Steward's work location:

1. Stewards after receiving authorization from their respective supervisors, shall be permitted a reasonable amount of leave with pay to investigate, present and process grievances on the property of the Authority. The Union will reimburse the Authority for the salaries of Toll Collection Stewards granted such leave on a quarterly basis;

2. Should the Steward be directed by the Authority's representative to meet with that representative before or after the work day to discuss the resolution of a grievance, the Authority will pay the Steward up to one hour of overtime for such discussions;

3. The collection of dues when authorized by appropriate local union action; provided it is not done during working hours;

4. The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information

   a. Have been reduced to writing, or

   b. If not reduced to writing, are of a routine nature and do not interfere with the normal operations of the work unit.

5.B. Labor/Management Meetings

The Authority agrees to meet periodically with representatives of the Union to discuss matters of mutual interest. Such meetings will be held so far as practicable during working hours and will include not more than four Authority employees as representatives of the Union except that the Union may occasionally, in submitting the proposed Agenda, request that additional Authority employees be allowed to attend such meetings, setting forth its reasons

for such request. In such case, the Authority may grant leave with pay for such additional Authority employees as are deemed necessary for the expeditious conduct of the meeting, not to exceed a total of six such additional employees. Employees working other than the II Shift will be granted compensatory time off with pay during their shift, including actual and necessary travel time not to exceed 6.5 hours each way.

The parties agree to discuss the following item in the context of Labor/ Management Meetings:

1. Any possible inequities caused by the Authority's participation in the State of New York's Consolidation of Titles.

5.C. Information to the Union Concerning Employees in this Negotiating Unit.

The Authority agrees to furnish the Union's President, semi-annually, with the name, social security number, home address and payroll item number of each employee in each division.

The Authority further agrees to furnish the Union the following information, biweekly, on a change card or change list basis, for members and non-members of the Union:

Negotiating Unit
First Initial
Middle Initial
Last Name
Street
City
State
Department
Item Number
Union Dues/Agency Shop Fees Deduction
Automobile-Homeowners' Insurance Deduction
Life Insurance Deduction
Social Security Number
Zip Code

The Union covenants and agrees it will hold harmless the Authority, its officers, agents and employees, of and from any and all claims and damages whatsoever in law or in equity arising from or out of or in any way connected with furnishing such list by the Authority to the Union, including the payment of attorney's fees and all other necessarily and actually incurred expenses relating thereto.

5.D. Employees to be Furnished Copies of this Agreement

The Authority agrees to pay for the cost of printing this Agreement and will supply sufficient copies to the Union for distribution to all employees of the Authority.

New employees will be given a copy of this Agreement at the time they are hired. Extra copies of this Agreement will be available at Administrative Headquarters and Division Headquarters and will be provided to the Chief Shop Stewards.

5.E. Leave for Union Purposes

1. The Authority agrees to provide Employee Organizational Leave with Pay for four (4)

Union designees for the duration of the Agreement.
It is agreed that the Union's designees' leave credits will continue to be frozen at the levels already in existence as of the date of this Agreement.

5.E. 2. The Authority agrees to provide Employee Organizational Leave with pay of 80 hours per month for Union designees to service the membership. The Union will reimburse the Authority for the salaries of these employees for such leave on a quarterly basis.

3. The Authority agrees to provide Employee Organizational Leave with Pay for members of the Union's Executive Board (five in number) nine days leave annually for a total of 45 days to attend Executive Board of Directors Meetings. The Union will reimburse the Authority for salaries of these employees for such leave on a quarterly basis. Additional Employee Organizational Leave Without Pay for Union purposes may be granted by the Authority's Director of Labor Relations for members of the Union's Executive Board.

4. The Employee Organizational Leave with Pay mentioned above is subject to advance notice of at least two working days and the determination that an eligible employee requesting such leave can be released from duty without impairing Authority operations.

5.F. Leave with Pay for Negotiations and Prenegotiations

The Authority agrees to grant Employee Organizational Leave with Pay to not more than six employees of the Authority in this Negotiating Unit designated by the Union for collective negotiating meetings (which includes actual and necessary travel time, not to exceed 6.5 hours each way) with the Authority which take place at any time during a calendar day on which the employee is regularly scheduled to work.

The parties agree to endeavor to schedule such negotiating meetings at times when no employee representative is scheduled to work Shift I on the day of the meeting or the following day. If such a conflict cannot be avoided, the Authority agrees to grant such employee representative Employee Organizational Leave with Pay for both such days.

The Authority also agrees to grant no more than 350 hours of employee organizational leave with pay per contract period only to Authority employees in this Negotiating Unit designated by the Union to participate in prenegotiating meetings, including actual and necessary travel time not to exceed 6.5 hours each way, held prior to the opening of negotiating sessions specified in Article 3 to determine the wishes of the Unit concerning improvements sought.

In the event such negotiating or prenegotiating meetings are held on an employee representative's scheduled day off, Monday through Sunday, such employee representative will be granted compensatory time off. For the purposes of this paragraph F. only, a shift beginning at 11:00 p.m. shall

be considered as being in the next succeeding calendar day.

Employee Organizational Leave with Pay for the aforementioned purposes will be granted by the Authority subject to the conditions specified in Article 5. E. 4. above except that the time periods specified shall be at least 24 hours in advance of such negotiating or prenegotiating meetings.

5.G. Use of Authority Facilities by the Union

1. The Authority agrees to grant permission for the Union to use appropriate Authority facilities for meetings of employees in this Negotiating Unit subject to the availability and security of suitable space. The Union agrees to reimburse the Authority for any damages to such property in connection with such permission and/or as a result of such meetings.

2. The Authority agrees to allow the Union Officers and Chief Shop Stewards reasonable use of the Authority's courier service for transmitting Union literature.

3. The Authority will also permit Union Officers and Chief Shop Stewards reasonable use of designated Authority telephones for Union business, subject to and in accordance with the approval of the appropriate supervisor, which will not be unreasonably withheld.

5.H. Access by Authority Employees to Union Representatives

The Authority agrees to grant employees in this Negotiating Unit reasonable access during working hours to Union representatives to discuss grievances as provided in the Grievance Procedure set forth in Article 14 of this Agreement, and for such representatives to explain Union membership, services and programs. During a challenge, however, access to explain Teamster membership services and programs will be permitted only to Teamster representatives. Any such arrangements must ensure that such access be with the permission of the appropriate supervisor, consistent with the safe and efficient conduct of Authority operations, not interfere with work duties or work performance and not extend to meetings with employees while at work in toll booths, or on the highway, interchange ramps or bridges. Such consultations, except to discuss grievances, are not to be more than 15 minutes per employee per month, and are not to exceed an average of 10% per month of the employees in the work unit to which access is sought.

5.I. Agency Shop

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

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

5.I. 3. In accordance with Civil Service Law, Section 208, the Authority agrees to deduct from the employees' salaries who are not members of the Union, an amount of money equal to the regular and usual dues that are paid by employees in the bargaining unit who are members of the Union. Such payments shall start 31 days following the date of employment.

5.J. Copy of Publications

The final version of all Procedures, Bulletins, Instructions, Directives and Policy Statements which affect employees in this Negotiating Unit and which are created to implement this Agreement shall be given to the Union eight (8) work days prior to publication. The Union shall have eight (8) work days in which to make a written response. If the Authority has not received a written comment from the Union by the end of the eight (8) work day period, the document will be published as written.

5.K. Bulletin Boards

The Authority agrees to provide locked bulletin boards for the exclusive use of the Union at each permanent work location to which employees are assigned. The Union agrees that postings will be limited to official notices, pamphlets and bulletins. The Union further agrees not to post on such bulletin boards any material which in the opinion of the Authority, is defamatory, obscene, scandalous or scurrilous.

ARTICLE 6
Management Responsibilities

The parties agree that the customary and usual rights, powers, functions and authority of management are vested in management officials of the Authority. These rights include, but are not limited to, the right (a) to determine the mission, purposes, objectives and policies of the Authority, and to direct employees of the Authority; (b) to select, recruit, appraise, train, deploy, utilize, hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take disciplinary action against such employees; (c) to relieve employees from duties because of lack of work or for other legitimate purposes in accordance with the appropriate provisions of the New York State Civil Service Law (principally Section 80 and following), and Rules and Regulations applicable to the Authority and promulgated by the Department of Civil Service; (d) to maintain the discipline and efficiency of the employees and the operation of the Thruway system; (e) to determine the methods, means (including size and type of equipment), schedules, procedures and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Authority.

These rights shall be exercised consistent with the contract and legal requirements. The Union or the employee, as the case may be, may question the exercise of such management rights through the mechanisms provided by law and the provisions of this Agreement.

ARTICLE 7
Union Responsibilities

The Union agrees that it will not strike against the Authority, cause, instigate, assist or participate in any such strike, or impose an obligation to conduct, assist or participate in any such strike, and will exert its best efforts to prevent and terminate any such strike activities. The Union further agrees that it will not unlawfully interfere with, restrain or coerce an Authority employee in the exercise of the rights of the employee to form, join and participate in or to refrain from forming, joining or participating in any employee organization of the employee's own choosing or cause, or attempt to cause the Authority to do so. The Union further agrees that it will not participate in or induce an Authority employee to participate in secondary boycott, secondary recognition or hot cargo activities or wrongful recognition picketing and will exert its best efforts to prevent and terminate any such activities.

ARTICLE 8
Salaries and Salary Benefits

8.A. Salary

1. Partial Service Award Payments

   Upon reaching the job rate, employees permanently hired before May 1, 1992 will receive partial service award payments as set forth in Appendix A.

   Employees receiving the partial service award payment upon becoming eligible for the next service award payment will receive those service award monies in lieu of the partial service award payment.

2. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 1999, THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.

3. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2000 THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.

4. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2001, THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.

5. EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2002, THE UNIT I SALARY SCHEDULE WILL BE INCREASED AS SET FORTH IN APPENDIX A.

8.B. Retroactivity

It is agreed that employees who retire or who are promoted to another Bargaining Unit prior to the time of the signing of the Agreement will be eligible for any retroactive monies due them. Such general salary increase retroactivity also applies to overtime and out-of-title earnings during the period THAT BEGAN WITH THE PAY PERIOD THAT INCLUDES JULY 1,

1999. Employees who are terminated or resign during such period will not be eligible for such monies.

8.C. Service Award Payments

1. Ten Year Service Award

a. Upon completion of ten years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus $.75 (for 40 and 20 hour employees) or $1,502 (for 37.5 hour employees) will receive a Ten Year Service Award Payment of either (i) $.75 per hour or $1,502 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus $.75/$1,502. This service award will be effective on the employee's tenth anniversary of Authority service.

b. Employees with ten years of Authority service who have not received the Ten Year $.75/$1,502 Service Award Payment will hereafter be eligible for such payment or portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus $.75/$1,502.

2. Fifteen Year Service Award

a. Upon completion of fifteen years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus $1.20 (for 40 and 20 hour employees) or $2,443 for 37.5 hour employees) will receive a Fifteen Year Service Award Payment of either (i) $.45 per hour or $941 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus $1.20/$2,443. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's fifteenth anniversary of Authority service.

b. Employees with fifteen years of Authority service who have not received the Fifteen Year $.45/$941 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus $1.20/$2,443.

8.C. 3. Twenty Year Service Award

a. Upon completion of twenty years of Authority service, employees whose salaries do not exceed the Job Rate of the grade plus $1.68 (for 40 and 20 hour employees) or $3,446 (for 37.5 hour employees) will receive a Twenty Year Service Award Payment of either (i) $.48 per hour or $1,003 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus $1.68/$3,446. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's twentieth anniversary of Authority service.

b. Employees with twenty years of Authority service who have not received the Twenty Year $.48/$1,003 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus $1.68/$3,446.

4. Twenty-Five Year Service Award

a. Retroactive to the payroll period that includes July 1, 1990, employees with twenty-five years of Authority service whose salaries do not exceed the Job Rate of the grade plus $2.18 (for 40 and 20 hour employees) or $4,491 (for 37.5 hour employees) will receive a twenty-five year service award payment of either (i)$.50 per hour or $1,045 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the Job Rate at such time and thereafter, plus $2.18/$4,491. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's twenty-fifth anniversary of Authority service.

b. Employees with twenty-five years of Authority service who have not received the Twenty-Five Year $.50/$1,045 Service Award Payment will hereafter be eligible for such payment or a portion thereof, when promoted, as provided in paragraph a.; provided their salary upon promotion does not exceed the Job Rate of the new position plus $2.18/$4,491.

8.C. 5. Thirty Year Service Award

a. Effective the payroll period that includes July 1, 1993, employees with thirty years of Authority Service whose salaries do not exceed the job rate of the grade plus $2.43 (for 40 and 20 hour employees) or $4,991 (for 37.5 hour employees) will receive a thirty year service award payment of either (i) $.25 per hour or $500 annually or (ii) such portion thereof whichever shall cause the employee's salary to equal the job rate at such time and thereafter, plus $2.43/$4,991. Thereafter, an employee will be eligible for this service award or portion thereof on the employee's thirtieth anniversary of Authority Service.

b. Employees with thirty years of Authority Service who have not received the thirty year $.25/$500 service award payment will hereafter be eligible for such payments or a portion thereof, when promoted, as provided in paragraph a.: provided their salary upon promotion does not exceed the job rate of the new position plus $2,43/$4,991.

6. Continuous service for the above Service Award Payments is defined as employment with the Authority from the date of first appointment to an Authority position excluding all periods of unsatisfactory service or part-time employment. A leave of absence without pay will not constitute a break in continuous service, however, a leave without pay for more than six months, except for military duty, will not be counted as Authority service. An employee's continuous service shall be broken so that no prior period or periods of employment shall be counted when the employee

- voluntarily terminates their employment;
- is discharged for just cause;
- abandons their job (see Article XV for definition); or
- is terminated from temporary or seasonal employment and is not reemployed within 30 calendar days.

7. This Service Award Payment will be paid for all hours worked and will be part of the employee's salary for retirement purposes and for the computation of overtime, but not for promotions or the calculation of future salary increases.

8.D. Advancement Through the Salary Schedule

1. Employees whose service is deemed satisfactory will advance through the schedule as follows:

a. From the Hiring Rate to Step 1 - 1 year

b. From Step 1 to Step 2 - 1 year

c. From Step 2 to Step 3 - 1 year

d. From Step 3 to Step 4 - 1 year

e. From Step 4 to Step 5 (job rate) - 1 year

2. Employees will advance through the Salary Schedule in accordance with Article 8.D.1. above except that the Authority will continue the present Advance Increment Program for Salary Grade 8C and 8M for all employees presently enrolled in the program and those who have completed the program prior to July 2, 1981.

The Advance Increment Program was eliminated on July 2, 1981 for those employees hired or promoted to the title of Construction Equipment Operator (Light) or Maintenance Assistant (Mechanic) on that date and thereafter.

3. The period for the determination of satisfactory service shall be dependent on the employee's step in the salary schedule.

For those employees whose salaries exceed the salary schedule, the period for determination of satisfactory service shall be annually.

Trainee Salary Schedule

	7/1/99	7/1/00	7/1/01	7/1/02
Accountant Aide Trainee 1	21,963	22,622	23,300	23,999
Accountant Aide Trainee 2	24,175	24,900	25,647	26,417
Bridge Painter Trainee 1	10.28	10.59	10.91	11.23
Bridge Painter Trainee 2	11.49	11.84	12.19	12.56
Bridge Repair Assistant Trainee 1	9.82	10.11	10.41	10.73
Bridge Repair Assistant Trainee 2	10.99	11.32	11.66	12.01
Computer Operator Trainee	20,891	21,518	22,164	22,829
CEOL Trainee 1 (18)	9.42	9.71	10.00	10.30
CEOL Trainee 1 (6)	10.28	10.59	10.91	11.23
CEOL Trainee 2	10.56	10.87	11.20	11.54
Data Entry Machine Operator Trainee	18,186	18,731	19,293	19,872
Offset Print Machine Operator Trainee	17,471	17,995	18,535	19,091
Service Area Equip Oper Trainee 1	10.28	10.59	10.91	11.23
Service Area Equip Oper Trainee 2	11.49	11.84	12.19	12.56
Sign Shop Worker	9.42	9.71	10.00	10.30
Thruway Mtce Worker Trainee 1 **	9.82	10.11	10.41	10.73
Thruway Mtce Worker Trainee 2 **	10.99	11.32	11.66	12.01
Thruway Mtce Worker Trainee 3 **	12.08	12.44	12.82	13.20

NOTE: Upon Completion of the traineeship, employees are advanced to the hiring rate of the graded position except for Bridge Painter Trainee 2, Bridge Repair Assistant Trainee 2, Construction Equipment Operator (Light) Trainee 2, Service Area Equipment Operator Trainee 2, and THRUWAY MAINTENANCE WORKER TRAINEE 3 who will advance to Step 2 of the graded position.

** GRADED EMPLOYEES WHO TRANSFER TO A THRUWAY MAINTENANCE WORKER TRAINEESHIP WILL EITHER MAINTAIN THEIR GRADED STATUS OR WILL RECEIVE THE APPROPRIATE TRAINEE RATE, WHICHEVER IS GREATER.

8.E. Promotions

1. An employee, upon promotion, will be advanced to the hourly/annual rate in the new position which is next higher than the hourly/annual rate in the present position. However, if this results in the employee receiving less than $.40 for 20/40 hour employees or $800 for 37.5 hour employees, the employee's salary will be advanced to the next higher hourly/annual rate of the new position.

2. An employee reappointed or repromoted to a grade level formerly held in this Negotiating Unit within 365 calendar days shall not receive a salary rate less than the rate received when the employee last left that grade as increased by this Agreement.

3. The parties agree, if upon promotion, the minimum increase of $.40 for 20/40 hour employees or $800 for 37.5 hour employees in accordance with Article 8.E.1 would cause an employee's salary to exceed the Job Rate of the position to which the employee is promoted, the employee's salary would be advanced to the Job Rate of the higher level position and the remainder of any monies due the employee to provide the full minimum increase would be paid as a one-time non-recurring bonus.

8.F. Full Minimum Salary Increase Upon Promotion

The annual/hourly salary of a full-time employee in this Negotiating Unit holding a position to which the employee is or was appointed or promoted on or after the date of this Agreement from a lower grade position will not be less than the annual salary the employee would be receiving in such position had the employee first entered Authority service by open competitive appointment to such position on the date of the appointment or promotion to such position.

8.G. Night Shift Differential

1. Eligible Administrative Headquarters Employees

a. When a calendar day includes at least two consecutive full-time (at least 7.5 hours) workdays during which employees perform similar duties, each workday constitutes a shift, and the employees who work such shifts are shift employees.

b. A night shift is any shift more than four hours of which are outside regular day shift hours, and a shift employee who works such a shift, whether on straight time or overtime, shall receive the night shift differential.

8.G. 1. c. The Authority agrees to provide a night shift differential at the rate of $3.00 per shift for the III Shift and $4.50 per shift for the I Shift to each full-time (at least 37.5 hours per week) shift employee.

d. When a shift employee works less than a full night shift on overtime, a pro rata share of such differential shall be paid for each full hour of such work.

e. An employee whose regular workday, though not a shift, includes more than four hours outside regular day shift hours shall receive the night shift differential for the entire workday.

f. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

2. All Maintenance Employees and Couriers

a. Such employees will receive a night differential of $.40 per hour for each full hour of work between 4:00 p.m. and 12:00 midnight and $.60 per hour for each full hour of work between 12:00 midnight and 7:30 a.m. or 8:00 a.m. depending on summer or winter hours.

b. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

3. Toll Collectors

a. Such employees will receive a shift differential of $.40 per hour for each full hour of work between 3:00 p.m. and 11:00 p.m. and $.60 per hour for each full hour of work between 11:00 p.m. and 7:00 a.m.

b. The night shift differential will be paid two pay periods after the pay period in which it is worked and will be considered to be part of salary for retirement purposes.

4. CLERICAL EMPLOYEES

a. CLERICAL EMPLOYEES SHALL BE ELIGIBLE FOR NIGHT SHIFT DIFFERENTIAL FOR EACH FULL HOUR OF WORK OUTSIDE OF THEIR REGULAR II SHIFT BETWEEN 5 P.M. AND 12 A.M. AT THE RATE OF $0.40 AN HOUR AND $0.60 AN HOUR BETWEEN 12 A.M. AND 7 A.M.

b. THE NIGHT SHIFT DIFFERENTIAL WILL BE PAID TWO PAY PERIODS AFTER THE PAY PERIOD IN WHICH IT IS WORKED AND WILL BE CONSIDERED TO BE PART OF SALARY FOR RETIREMENT PURPOSES.

8.H. Location Differential

The Authority agrees to provide a location differential as follows:

1. The location differential is $800 for employees whose workstation is in Bronx, Rockland or Westchester Counties. THE LOCATION DIFFERENTIAL FOR BRONX, ROCKLAND OR WESTCHESTER COUNTIES WILL BE INCREASED TO $900 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2000, TO $1000 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2001 AND TO $1200 EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES JULY 1, 2002. Employees whose workstation is in Monroe County who were previously eligible for the location differential will continue to receive $200 annually.

2. This differential will be paid biweekly and will be considered to be part of the salary for retirement purposes and for computing overtime rates. The payment of this differential will be rescinded if an employee's work station changes to a county in which this location differential is not currently being paid. Should two of the four New York State Negotiating Units provide a location differential for Erie County, the Authority will also.

8.I. Reallocation, Reclassification and Unsatisfactory Ratings

1. The parties agree that the Union will have the right to represent an employee in this Negotiating Unit, at the employee's request, in processing a request for reallocation of the salary grade or reclassification of the employee's position. This includes the opportunity to discuss the reallocation or reclassification request with the Authority's Compensation Committee.

2. No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position the employee holds by permanent employment.

3. A two step appeal procedure of unsatisfactory ratings, in addition to present review procedures, which shall not be a part of the grievance procedure:

<u>Step 1</u>: The President of Local 72 and the Authority's Director of Labor Relations or their designees shall, within ten days, review all unsatisfactory ratings.

Should there be a disagreement with a rating and the disagreement cannot be resolved, then that rating will be within ten days advanced to Step 2.

On all ratings, upon which there is agreement, the Step 1 review shall be final and binding.

Step 2: The President of Local 72 and the Authority's Director of Labor Relations shall jointly submit a rating upon which there is a disagreement at Step 1 to an agreed upon neutral third party for a determination which shall be final and binding.

The expense of Step 2 shall be shared equally by the Authority and the Union.

ARTICLE 9
Retirement

9.A. Retirement Benefits for Authority Employees

The Authority will provide to employees in this Negotiating Unit the retirement benefits made available to participating employers by Chapters 1046 and 1047 of the Laws of 1973. Should these Retirement Benefits be altered in any way by the Laws of 1977, the parties may discuss, but not negotiate, such alterations.

9.B. Survivor's Benefit for Retired Employees

The Authority agrees to provide a survivor's benefit of $3,000 for retired employees administered pursuant to the Regulations Governing the Survivor's Benefit Program for Authority employees.

9.C. Written Waiver

The Authority agrees to require all employees in this Negotiating Unit for whom membership in the New York State Employees' Retirement System is optional and who choose not to join the Retirement System to acknowledge in writing waiver of membership.

9.D. Deduction from Retirement Allowances for Union Dues and Life Insurance Premiums

The Authority agrees to continue to honor individual written authorizations by retired employees to have Union dues and/or cost of Union life insurance premiums deducted from their retirement allowance checks.

The parties agree that any or all such deductions may be terminated by the employee, by filing written notice of such termination in a form acceptable to the State Comptroller, or by the Authority in the same manner, should the Union cease to be the representative of all employees in this Negotiating Unit for collective negotiating purposes.

ARTICLE 10
Insurances/Welfare Fund

10.A. Health Insurance

1. The Authority agrees to elect to participate, pursuant to the provisions of Section 163(4) of the New York State Civil Service Law, in the Health Insurance Program for New York State Employees and Employees of Local Subdivisions in New York State, as it may from time to time be amended, and to pay 100% of the cost of the individual and dependent coverage for those enrolled in the Empire Plan. The Authority further agrees to pay, for those enrolled in the H.I.P., C.H.P. Plans and HMO, up to the same dollar amounts as for the Empire Plan.

2. Prescription drug, dental, vision and life insurance coverage will continue to be provided to all eligible Unit I employees through the Teamsters Local 72 Welfare Fund.

3. For those employees appointed to a position in this Negotiating Unit on January 1, 1983 and thereafter, the Authority will pay, during the first year of employment, 80% of the individual or individual and dependent coverage, whichever is appropriate for active employees enrolled in the various Health Insurance Plans available to employees in this Negotiating Unit through the New York State Health Insurance Program. During the second year of employment, the Authority will pay 90% of the individual or individual and dependent health insurance coverage. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

   For those employees newly appointed to a position in this Negotiating Unit on April 4, 1996 and thereafter, the Authority will pay, during the first four years of employment, 75% of the individual or individual and dependent coverage, whichever is appropriate for active employees enrolled in the various health insurance plans available to employees in this Negotiating Unit through the New York State Health Insurance Program. Thereafter, the Authority will pay 100% of such coverage. In no event will these payments exceed the dollar amount paid for those enrolled in the Empire Plan.

   For those employees with Authority service prior to April 4, 1996, payment for coverage shall be according to the terms in effect prior to April 4, 1996.

10.A. 4. Both parties are concerned with the rising cost of the State Health Insurance Plans. During the term of this Agreement, the Authority will investigate the feasibility of providing the present medical benefits through an alternate provider or self-insuring such benefits.

5. If during the term of this Agreement an alternate provider acceptable to both parties is found or it is agreed by both parties that self-insurance will provide cost effective savings with comparable benefits, then the health insurance benefits will be transferred to such provider or provided through self-insurance.

6. If the investigation does not identify an alternate provider which can provide comparable benefits or if it is determined that self-insurance will not provide comparable benefits at equal cost or less cost, the parties will discuss in the next negotiations various means through which future health costs can be met.

7. Buy Out Option

Employees eligible for health insurance who decide to opt for no coverage will be paid on an annual basis, at the end of the coverage year, $750 for opting out of individual coverage and $1,500 for opting out of dependent coverage. Employees who drop their coverage after January 1 of the coverage year will receive a prorated payment at the end of the coverage year proportional to the number of full months remaining in the coverage year.

Employees choosing this option must demonstrate to the Authority's satisfaction that they are otherwise insured.

Changing from dependent to individual coverage will not qualify an employee for any payment under this provision.

10.B. Welfare Fund

RETROACTIVE TO THE PAY PERIOD WHICH INCLUDES JULY 1, 1999, THE AUTHORITY AGREES TO INCREASE ITS ANNUAL CONTRIBUTION PER ELIGIBLE EMPLOYEE TO THE TEAMSTERS LOCAL 72 WELFARE FUND TO $1,305. EFFECTIVE WITH THE PAY PERIOD WHICH INCLUDES JULY 1, 2000, THE ANNUAL CONTRIBUTION IS INCREASED TO $1455. EFFECTIVE THE PAYROLL PERIOD WHICH INCLUDES JULY 1, 2001, THE ANNUAL CONTRIBUTION WILL BE INCREASED TO $1605. EFFECTIVE WITH THE PAYROLL PERIOD WHICH INCLUDES JULY 1, 2002 THE ANNUAL CONTRIBUTION WILL BE INCREASED TO $1755. The term "employee" shall mean each employee in this Negotiating Unit eligible to participate in the New York State Health Insurance Program. The term "employee" shall not mean seasonal employees, employees whose employment is expected to last less than 60 days or retirees.

The Teamsters Local 72 Welfare Fund will provide the following information to the Authority's Director of Labor

Relations:

1. A semiannual accounting of the monies received and expended by the type of coverage.

2. The annual report of the Fund which has been certified by an independent certified public accountant.

2. Other information reasonably deemed necessary by the parties.

ARTICLE 11
Work Day, Work Week and Overtime

11. A. Work Day and Work Week

1. The present workday and workweek for all employees now in this Negotiating Unit are as follows:

Unit	Hours Of Work	Rest Period (Min.)	Lunch Period On Duty (Min.)	Lunch Period Off Duty (Min.)	Actual Hours Of Work	Total Elapsed Hours	Work Day	Work Week
Board and Executive	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Legal Department	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Department of Administrative Services								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Management Information Systems	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Computer Operators	7.5	30		30	7.0	8.0	6:00 - 2:00pm	Mon. - Fri.
	7.5	30		30	7.0	8.0	12:00 - 8:00pm	Mon. - Fri.
	7.5	30		30	7.0	8.0	2:00 - 10:00pm	Mon. - Fri.
Bureau of Personnel	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Purchasing	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Office and Building Maintenance Services	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Motor Vehicle Operator	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Clerk I (1)	7.5	30		30	7.0	8.0	9:00 - 5:00pm	Mon. - Fri.
Headquarters Building Maintenance Staff								
General Mechanic(2)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Janitor(1)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Cleaner(1)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri.
Grounds Worker(2)	7.5	30		30	7.0	8.0	7:30 - 3:30	Mon. - Fri
Janitor(1)	7.5	30		30	7.0	8.0	1:00 - 9:00pm	Mon. - Fri.
Cleaner(5)	7.5	30		30	7.0	8.0	1:00 - 9:00pm	Mon. - Fri.
Cleaner	4.0				4.0	4.0	5:00 - 9:00pm	Mon. - Fri.
Department of Finance and Account								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Finance	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Accounting	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Auditing	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.

Unit	Hours Of Work	Rest Period (Min.)	Lunch Period On Duty (Min.)	Lunch Period Off Duty (Min.)	Actual Hours Of Work	Total Elapsed Hours	Work Day	Work Week
Engineering								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Thruway Maintenance								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Sign Shop	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Highway Maintenance Section								
Summer	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Winter	8.0	30#	30#		7.0	8.0	(b)	Mon. - Fri.
Section Clerk - all year	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Satellite Bridge Crews	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Division Highway Crew*	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Toll Equipment Maintenance	8.0	30		30	7.5	8.5	8:00 - 4:30	(c) Varies
Building Equipment Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Service Area Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00	(c) Varies
Division Bridge Maintenance	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Tappan Zee Bridge Dockside	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Tappan Zee Bridge Section	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Tappan Zee Bridge Patrol	8.0	30#	30#		7.0	8.0	(d)	Varies
THRUWAY MAINTENANCE WORKER	8.0	30		30	7.5	8.0	(b)	Mon. - Fri.
Bureau of Equipment Maintenance								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Division Supervisor's Office	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Storeroom	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Garage, including Motor	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Equipment Mechanics and	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Maintenance Assistants (Mechanic) stationed at Maintenance Sections**	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Clerical (Equipment Stores)	7.5	30		30	7.0	8.0	8:00 - 4:00	Mon. - Fri.

Unit	Hours Of Work	Rest Period (Min.)	Lunch Period On Duty (Min.)	Lunch Period Off Duty (Min.)	Actual Hours Of Work	Total Elapsed Hours	Work Day	Work Week
Department of Engineering Services								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Design Bureau	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Construction Management	7.5	30		30	7.0	8.0	8:30 - 4:40	Mon. - Fri.
Bureau of Traffic Engineering	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Department of Operations								
Department Head's Office	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Toll Collection								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Thruway Toll Collector	8.0	30#	30#		7.0	8.0	(e)	Varies
Thruway Storekeepers								
Albany	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Syracuse	8.0	30		30	7.0	8.0	8:00 - 4:00	Mon. - Fri.
Janitors	8.0	30		30	7.5	8.5	7:30 - 4:00	Mon. - Fri.
Motor Vehicle Operator (Courier)	7.5	30		30	7.0	8.0	Varies	Mon. - Fri.
Office of Traffic Management	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Traffic Operations								
Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Division Headquarters Staff	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Bureau of Communications	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.
Radio Dispatchers	8.0	30#	30#		8.0	8.0	(e)	Varies
Office of Traveler's Services	7.5	30		30	7.0	8.0	8:30 - 4:30	Mon. - Fri.

DEFINITION OF TERMS:

Rotating Shift Employees - Those who work a regularly scheduled changing shift. These shifts are scheduled around the clock seven days a week or five days a week.

Rotating WorkDay Employees - Those who work the same hours each day, but the days of work vary in order to provide coverage seven days per week.

Check-Out Time- Eligible Toll Collection employees and Radio Dispatchers receive payment for seven hours regular pay quarterly in arrears, for a total of 3.5 days per year. In addition, they continue to receive annually seven days compensatory time off.

Night Shift Differential - See Article 8.G.

FOOTNOTES:

When conditions make it practicable.

* The Division Engineer may assign all or part of the Crew to shift work during the winter season subject to Article 16.J. Buffalo usually goes to shifts in the winter; if it does so, such shifts shall be 4:00 p.m. - 12:00 midnight, 12:00 midnight - 8:00 a.m., and 8:00 a.m. - 4:00 p.m. Syracuse partially goes to shifts in winter. Albany and New York do not.

** The decision of the Court in the Headquarters Garage case shall control the hours of all employees affected thereby.

(a) Night Shift Differential Pay

(b) 5 Day Rotating Shift, Night Shift Differential Pay

(c) 7 Day Rotating Work Day

(d) 7 Day Rotating Shift, Night Shift Differential Pay

(e) 7 Day Rotating Shift, Night Shift Differential Pay, Check-Out Time Pay

11.A.2. It is also agreed that this schedule will remain in effect for all such employees so long as they occupy their present positions, except that:

a. as to any non-shift employee, the Authority may increase or decrease the lunch period by up to 15 minutes, with corresponding alteration in the starting and/or stopping times of such employees provided that no lunch period will be less than 30 minutes.

b. as to any employee, the Authority may advance or retard the starting time as late as 9:30 a.m. or as early as 6:00 a.m. with a corresponding alteration in the stopping time of such employee.

c. as to all employees, upon unanimous agreement of the employees in any work unit and their supervisors, they may work fewer days of longer hours.

3. All present and newly created positions in presently existing or reclassified titles in this Negotiating Unit will be on a Monday through Friday schedule with starting times between 6:00 a.m. and 9:30 a.m. except where comparable, associated or related positions in those or other titles exist which, on the effective date of this Agreement, vary from the above criteria, and except as the parties may from time to time hereafter otherwise agree.

4. It is specifically understood that the establishment of special schedules for employees in this Negotiating Unit is not intended and will not be for the purpose of avoiding short-term overtime payments.

5. The parties agree that compensation for authorized overtime worked will be paid at a rate one and one-half times the employee's annual salary divided by 2,000 to any employee in this Negotiating Unit in Salary Grade 23 or below for any hours worked in excess of the employee's normal work day or shift.

11.B. Emergency Call-Out

The parties agree that any time worked by an employee in this Negotiating Unit who is called out in an emergency before or after their regular working hours, when such time worked does not extend into and is not a continuation of the employee's regularly scheduled shift or work day, will be paid at the employee's overtime rate of pay for a minimum of four hours. If an employee is called out in an emergency more than once in a four-hour period, the employee will be paid at the overtime rate for a minimum of four hours for the last call-out and for the time actually worked on the preceding call-outs.

11.C. Meal Allowances for Overtime Work

The parties agree that a $4.75 meal allowance will be paid to employees in this Negotiating Unit for overtime worked in accordance with the Meal Allowance Rate Schedule set forth below.

At Least	But Less Than	Continuous Overtime Hours Actually Worked	Number of Meal Units Provided
3	8*	Hours immediately before or immediately after regular shift or work day	1
8	11	Hours on normal or scheduled time off	
8*	13	Hours immediately before or immediately after regular shift or work day	2
11	16	Hours on normal or scheduled time off	
13	16	Hours immediately before or immediately after regular shift or work day	3
16	21	Hours on normal or scheduled time off	
16	24	Hours immediately before or immediately after regular shift or work day	4
21	24	Hours on normal or scheduled time off	
24		Hours on normal or scheduled time off	5

* Where a maintenance employee's regular shift or workday begins at 7:30 a.m. during the winter maintenance season, this number is to read "7.5" for hours worked before regular shift or workday.

NOTE: Overtime hours worked which are interrupted by the employee's normal workday are not continuous overtime hours for the purposes of this section.

An employee who works three hours of continuous overtime immediately before the employee's regular shift or work day and an additional three hours of continuous overtime immediately after the employee's regular shift or work day shall be provided two meal units.

Such overtime meal allowance will be paid 16 days after the end of the pay period in which the overtime was worked.

ARTICLE 12
Leave With Pay

12.A. Holidays

1. The parties agree that all employees in this Negotiating Unit will receive leave with pay for each of the following 12 holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day. For non-shift personnel, excluding seven-day rotating workday personnel, holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. For personnel working seven-day rotating work days, holidays will be observed on the calendar day on which they fall. Schedules in which a holiday falls will be adjusted so that no employee's pass day and holiday coincide. Those seven day rotating work day personnel scheduled to work the holiday will be compensated at the rate of time and one-half for hours worked (see Appendix B for example). For shift personnel, equivalent time off for each holiday will be provided in shift schedules, and holidays will be observed on the calendar day on which they fall.

2. The Authority may, at its option, designate up to FOUR floating holidays in a contract year (July 1 - June 30) for ALL EMPLOYEES EXCEPT TOLL, DISPATCHERS, CONSTRUCTION EQUIPMENT OPERATORS LIGHT, CONSTRUCTION EQUIPMENT OPERATORS HEAVY AND THRUWAY MAINTENANCE WORKERS in lieu of FOUR of the holidays set forth below. Employees shall have the opportunity to select on an individual basis the dates upon which such floating holidays shall be observed by them, consistent with the reasonable operating needs of the Authority. The Authority's designation of the holidays to be floated shall be announced in July.

   The holidays that may be designated as floating holidays are as follows:

   Lincoln's Birthday
   Washington's Birthday
   Columbus Day
   Election Day

   The floating holiday(s) may be used prior to the actual date(s) of the holiday(s).

3. The parties agree that the employees in this Negotiating Unit will be granted any special holiday declared by the Governor for State employees.

12.B. Vacation (Annual) Leave

The parties agree that the crediting, accrual, and use of vacation leave for employees in this Negotiating Unit

will be administered as follows and, where appropriate, in accordance with the "Procedure for Granting Vacation to Uniformed Employees of the Bureau of Toll Collection":

1. Employees of the Authority on December 31, 1956, or who were in State service or Authority service before such date and who, after such date, are reinstated or reemployed within one year after separation from State or Authority service, will earn and accumulate vacation at the rate of 20 working days per year as provided in the Attendance Rules in force and effect on December 31, 1956.

2. Employees with no previous State or Authority service who enter Authority service on or after January 1, 1957, will, upon completion of 13 biweekly pay periods of service, be credited with 6.5 days of vacation. Thereafter, each such employee will earn and accumulate vacation credits at the rate of one-half day per biweekly pay period until such employee has completed seven years of continuous service. An employee will not earn vacation credit for any biweekly pay period during which the employee is in less than full pay status for more than five workdays.

3. Employees who enter Authority service on or after January 1, 1957, will also earn on January 1 of each year, additional vacation in accordance with the following schedule:

Completed Years of Continuous Service	Additional Vacation Credits Earned
1	1 Day
2	2 Days
3	3 Days
4	4 Days
5	5 Days
6	6 Days
7	7 Days

12.B. 4. During the second through the seventh year of continuous service, one-half of the additional vacation credits earned during the current year of service will be credited on the first day of the pay period that includes July 1 and the remainder in the pay period that includes the next succeeding January 1. Compensation will be granted for these credits in the event of layoff, military leave or death of an employee. Furthermore, credits not to exceed the number of additional vacation credits earned for the previously completed year of service, and in proportion to the number of pay periods served during the current year, may be advanced to an employee to cover necessary absences where no other credits are available. Following the January 1 on which an employee has earned seven days of additional vacation credits, the employee will then earn vacation for completed biweekly pay periods at a rate which will equal 20 days for 26 such pay periods.

5. Employees having 20 or more years of continuous Authority and/or State service, and who are entitled to earn and accumulate vacation credits will earn additional vacation credits as follows:

Completed Years of Continuous Service	Additional Vacation Credits Earned
20 to 24	1 day
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

Employees who complete 20 years of continuous Authority and/or State service will be credited with one additional vacation day on the first day of the payroll period that includes January 1 or July 1 which immediately follows their anniversary date. Therefore, if there is no break in continuous service, they will receive one-half of their entitlement every six months. The crediting day is the first day of the payroll period that includes January 1 and July 1.

NOTE: A seasonal employee does not earn accruals while serving in a seasonal position. However, such seasonal service counts as service credit when the employee becomes either a temporary or permanent employee provided there has been no break in service.)

12.B. 6. Continuous service for vacation purposes is continuous employment with the Authority from the date of first appointment to an Authority or State of New York position, excluding all periods of unsatisfactory service or part-time employment. A leave of absence without pay will not constitute a break in continuous service, however, a leave without pay for more than six months, except for military duty, will not be counted as Authority service. Except for employees who are reinstated or reappointed within one year or are reinstated by the Civil Service Commission, an employee's continuous service shall be broken so that no prior period or periods shall be counted when the employee

- voluntarily terminates employment;
- is discharged for just cause;
- abandons their job (see Article 15.D. for definition); or
- is terminated from temporary or seasonal employment. (The one-year reinstatement exception stated above does not apply to employees terminated from a temporary or seasonal position.)

7. During the first year of employment, an employee will be considered eligible for the additional day of vacation if the employee has completed 13 or more biweekly pay periods of service by the January 1 next following appointment.

8. No accumulation of vacation credits in excess of 40 days will be permitted, except as noted below:

> On the first working day of each calendar year, an employee may not exceed 40 days of accrued vacation, although their total may exceed this limit at other times during the year. An employee who accumulates more than 40 days of vacation credits in a calendar year must use the amount over 40 days or lose it on the last day of the calendar year.

Each employee will be notified in writing of the total amount of unliquidated vacation credits when such credits total the equivalent of 25 workdays. Should an employee exceed the maximum allowable vacation while out on Workers' Compensation Leave, such employee will have one year from the date of restoration of the vacation accruals or the date of return to work, whichever is appropriate, to reduce such credits below the allowable maximum.

9. The time at which vacation may be drawn by an employee is subject to the prior approval of the appropriate department head or their

designated representative. Vacation requests must be made 24 hours in advance except in an emergency.

Employees, except those who are required to punch time clocks, shall have the right to use accumulated vacation credits in not less than one-quarter hour units. Employees who are required to punch time clocks, shall have the right to use accumulated vacation credits in either 0.3, 0.5 or 0.8 hour units.

12.B.10. For Uniformed Toll Personnel, vacation requests shall be approved in accordance with seniority, except that a vacation request of less than five days shall not supersede a prior vacation request for more than five days, notwithstanding the seniority of the employees concerned. See Article 17.S. for definitions of long-term and short-term leave and notice required for such leave.

11. So far as practicable, vacation credits are to be used prior to transfer. However, an employee who is transferred to the Authority from State service will be credited with all of such employee's accumulated vacation credits not used prior to transfer to the extent permitted by the labor contracts concerned.

12. Upon separation from service by layoff, retirement or death, an employee or the employee's estate or beneficiary, as the case may be, will be compensated in cash for the employee's vacation credits not in excess of 30 days.

13. In the event of a dismissal for cause, an employee will be compensated for their vacation credits provided the employee was not dismissed for the following offenses:

a. physical assault on supervisor or any other employee or Authority patrons;

b. theft, embezzlement or conviction of a felony;

c. loss of driver's license because of driving on duty under the influence of liquor or illegal narcotics, and/or willful concealment of loss of driving privileges.

14. Other provisions of this Agreement notwithstanding, an employee, when first subject to the Attendance Rules regarding the accumulation of leave credits, shall not receive vacation credit until the completion of 13 complete biweekly pay periods of service which may be a combination of temporary and probationary service.

12.C. Sick Leave

The parties agree that the crediting, accrual and use of sick leave for employees in this Negotiating Unit will be administered as follows:

Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.

1. Employees will earn sick leave credits at the rate of one-half day per biweekly pay period and may accumulate such credits up to a total of 165 days; provided, however, that an employee will not earn sick leave credit for any biweekly pay period during which the employee is in less than full pay status for more than five work days.

2. An employee absent on sick leave is to notify the supervisor of such absence and the reason therefore on the first day of such absence and within two hours after the beginning of the work day; provided, however, that where the work is such that a substitute may be required, the Authority may require earlier notification. Sick leave credits may be used in such units, as the Authority may approve, but not in units of less than one-quarter hours.

3. IF THE AUTHORITY BELIEVES AN EMPLOYEE IS ABUSING SICK LEAVE, IT MAY REQUIRE THE EMPLOYEE TO PROVIDE MEDICAL DOCUMENTATION FOR THE ABSENCE WHICH PROVIDES EVIDENCE SATISFACTORY TO THE AUTHORITY OF ILLNESS SUFFICIENT TO JUSTIFY THE EMPLOYEE'S ABSENCE FROM THE PERFORMANCE OF THEIR JOB DUTIES. FURTHER, THE EMPLOYEE MAY ALSO BE PLACED ON RESTRICTED SICK LEAVE STATUS FOR 90 DAYS AND WILL BE NOTIFIED IN WRITING. DURING THE 90-DAY RESTRICTED SICK LEAVE PERIOD, THE EMPLOYEE WILL BE REQUIRED TO SUBMIT PROOF OF ILLNESS FOR EACH ILLNESS CLAIMED. THE AUTHORITY MAY, AT ITS SOLE DISCRETION, CONTINUE THE RESTRICTED SICK LEAVE STATUS FOR ANOTHER 90-DAY PERIOD WHEN IT DETERMINES THAT AN EMPLOYEE'S ATTENDANCE RECORD IS NOT SATISFACTORY.

When a doctor's statement is required by the Authority and the employee wishes to maintain a high degree of confidentiality with regard to the doctor's diagnosis, the employee may submit a doctor's statement containing the diagnosis to the supervisor in a sealed envelope and request that the doctor's statement be forwarded to the Personnel Director. The Personnel Director will review the doctor's statement and if the Director finds that the statement is acceptable proof of illness, the Director will place that statement in the employee's Personal History Folder in a sealed envelope marked "Confidential - Do Not Open Without Employee's or Personnel Director's Approval." An employee requesting confidential treatment of

the doctor's statement containing a diagnosis must, upon return to work, also provide the supervisor with a statement from the employee's doctor indicating that the employee is able to resume work and perform all of the duties of the position and the date upon which the employee may return to work.

12.C. 4. The Authority may require an employee who has been absent because of personal illness, prior to and as a condition of return to duty, to be examined, at the expense of the Authority, by a physician designated by the Authority, to establish that the employee is not disabled from the performance of the normal duties and that return to duty will not jeopardize the employee's health or that of other employees. However, upon request of an employee returning from sick leave who is certified as being able to work but, because of the nature of the illness or injury will, for a short period of time, be restricted from performing some of the duties appropriate to the position, the Authority may, in its discretion, permit return to service on a limited duty basis, subject to whatever conditions the Authority may require.

When the Authority requires an employee to be examined by a doctor selected by it, such examination shall be scheduled within five work days of the employee's notification to the Authority of the intended return date or the employee's accruals will be restored if the employee is subsequently certified to return to work. If the employee's doctor and the doctor selected by the Authority disagree, the employee will be sent to a third doctor for examination. The third doctor will be chosen through the appropriate County Medical Society. The Authority and the Union will be bound by the decision of the third doctor and will share expenses equally.

5. In addition to personal illness of the employee, the following types of absence, when approved by the Authority, may be charged against accumulated sick leave credits: illness or death in the employee's family provided, however, that charge for such absence may not exceed a maximum of 15 days in any one year; personal visits to doctor or dentist. Proof of the need for such absences satisfactory to the Authority may be required. In those cases where the employee wishes to retain confidentiality, the Authority will accept as proof of absence a statement from the family member's doctor that the family member's illness was such that it required the employee's presence.

6. When an employee is transferred to an agency with which the Authority has a reciprocal agreement, the employee's accumulated sick leave credits, to the extent permitted by the

labor contracts concerned, will be transferred with the employee. When an employee is separated from service for other than transfer or disciplinary reasons and is subsequently reinstated or reemployed within one year after such separation, the employee's sick leave credits accumulated and unused at the time of separation will be restored.

12.C. 7. Where reinstatement occurs more than one year following separation, sick leave credits accumulated and unused at the time of separation may be restored at the discretion of the Authority. Notwithstanding the provisions of this paragraph, an employee reinstated from a preferred list or by action of the Civil Service Commission will be entitled to restoration of all sick leave credits accumulated and unused to the extent permitted by this Agreement.

8. Unused sick leave will not be liquidated in cash at the time of separation, retirement or death. However, its cash value will be applied as provided in Section 167, subdivision 5 of the State Civil Service Law relative to the payment of health insurance premiums of retired employees.

If the Civil Service Law, Section 167.5 is amended to permit dependent survivors to use the value of a deceased retiree's sick leave accruals to offset the cost of State Health Insurance Plan Premiums, the Authority agrees to negotiate this with the Union.

9. EFFECTIVE JULY 1, 2000, THE FOLLOWING SICK LEAVE INCENTIVE PROGRAM WILL BE INTITIATED:

EMPLOYEES WHO HAVE NOT ACCUMULATED 165 DAYS SICK LEAVE, SHALL AT THE END OF A SIX-MONTH PERIOD OF JULY 1 - DECEMBER 31 AND/OR JANUARY 1 - JUNE 30, RECEIVE THE GREATER OF EITHER ONE OR TWO DAYS STRAIGHT TIME PAY FOR EACH SIX-MONTH PERIOD FOR WHICH THEY ARE ELIGIBLE BASED UPON THE FOLLOWING SCHEDULE:

SICK LEAVE USED DURING SIX-MONTH PERIOD	ADDITIONAL DAYS PAY
NO SICK LEAVE USED	2 DAYS
ONE OR LESS DAYS SICK LEAVE USED	1 DAY
MORE THAN ONE DAY SICK LEAVE USED	0

10. Should an employee who is out sick be in danger of exceeding the 40 day maximum allowable limit for annual leave, such employee may charge all of the absence because of illness or a portion thereof to vacation accruals.

12.C. 11. EFFECTIVE JULY 1, 2000, EMPLOYEES AT THE END OF A SIX-MONTH PERIOD OF JULY 1 - DECEMBER 31 AND/OR JANUARY 1 - JUNE 30, WHO DURING SUCH PERIOD(S) HAVE AND MAINTAIN CONTINUOUSLY A BALANCE OF 165 DAYS OF ACCUMULATED SICK LEAVE SHALL RECEIVE FOUR DAYS STRAIGHT TIME PAY FOR EACH SUCH SIX MONTH PERIOD THEY DO NOT USE SICK LEAVE.

EMPLOYEES WHO USE SICK LEAVE DURING A SIX MONTH PERIOD AND THUS FAIL TO MAINTAIN A CONTINUOUS BALANCE OF 165 DAYS DURING THE ABOVE SIX-MONTH PERIOD(S) SHALL BE ELIGIBLE FOR THE SICK LEAVE INCENTIVE PLAN FOR EMPLOYEES WITH LESS THAN 165 DAYS ACCUMULATED SICK LEAVE PROVIDED IN ARTICLE 12.C.9.

12.D. Extended Sick Leave

The Authority may advance sick leave credits to an employee absent due to personal illness who has exhausted accumulated sick leave and vacation credits. Such advanced sick leave credits are to be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this Article may not at any time exceed a total of five days.

Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave and vacation credits, is to be deducted from salary or wages due the employee.

12.E. Mandatory Sick Leave at Half Pay

1. The Authority shall grant sick leave at half pay for personal illness to a permanent employee having not less than one year of Authority service after all of the employee's sick leave and vacation credits have been used, subject to the following guidelines:

   a. the employee must, by reason of personal illness or injury, be unable to perform the normal duties of the position. The Authority may require the employee to undergo a physical examination by its own physician to verify this fact.

   b. the Authority must be reasonably assured that the employee will be able to return to normal duties following this absence.

   c. the record of the employee in the areas of attendance and work performance for the past year must be satisfactory.

   d. the cumulative total of all sick leave at half pay granted to an employee during their Authority and/or State service may not exceed one pay period for each complete six months of Authority and/or State service.

12.E. 2. The Authority shall, subject to subparagraphs a., b. and d. above, grant sick leave at half pay in all Workers' Compensation cases after the use of all Workers' Compensation Leave, sick leave and vacation credits unless (1) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (2) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (3) the employee's services would have been terminated or would have ceased under Law; or (4) the employee's claim for benefits is controverted by the State Insurance Fund.

3. Consideration will continue to be given to requests by employees to return to limited duty for a short period of time including leave with half pay and working half-time.

12.F. Personal Leave

The parties agree that the crediting and use of personal leave for employees in this Negotiating Unit will be administered as follows:

Personal Leave is leave with pay for annual leave or for personal business, including religious observance, without charge against accumulated vacation. Employees will be entitled and credited with personal leave as follows:

1. Each employee in Negotiating Unit I prior to July 2, 1981 except as herein otherwise provided, will be credited with five days personal leave each year as of the first full pay period in January. Employees hired July 2, 1981 and thereafter, except as herein otherwise provided, will be credited with three days personal leave each year as of the first full pay period in January until they either reach the Job Rate of their position or they have completed a total of five years of State/Authority service, following which they will receive five days personal leave each year as of the first full pay period in January.

2. An employee who reenters or is reinstated in Authority service within the same calendar year after being separated or being granted a leave of absence without pay therefrom will be credited only with the unused personal leave time standing to the employee's credit at the time of such separation or leave, until the following January.

3. An employee who enters Authority service from State service by appointment, promotion or transfer will be credited with the unused personal leave standing to their credit at the time of such separation, leave, appointment, promotion or transfer until their State personal leave anniversary date is

reached, provided it does not exceed the limits as set forth in paragraph 4. below.

12.F.4. An employee who (1) enters Authority service; or (2) reenters or is reinstated in Authority service after having been separated or granted a leave of absence without pay from State or Authority service; or (3) has reached their anniversary date pursuant to paragraph 3. above will be immediately credited with personal leave as shown in the schedule below, until the following January:

Date of Entry, Reentry or Reinstatement or State Personal Leave Anniversary	Amount of Personal Leave to be Credited for Employees in Negotiating Unit I Prior to 7/2/81	Amount of Personal Leave to be Credited for Employees Hired On or After 7/2/81
January to March 14	5 days	3 days
March 15 to May 26	4 days	2 days
May 27 to August 7	3 days	1 1/2 days
August 8 to October 19	2 days	1 day
October 20 to January	1 day	1/2 day

12.F.5. Personal leave is not cumulative, and any personal leave credit remaining unused by an employee on the date preceding the first full pay period in January of each year will be canceled. Unused personal leave may not be liquidated in cash at the time of separation, retirement or death.

6. Personal leave may be drawn only at a time convenient to and approved in advance by the appropriate department head or designated representative; provided, however, that personal leave allowed for religious observance will be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of Authority functions.

Employees, except those who are required to punch time clocks, shall have the right to use personal leave in not less than one-quarter hour units. Employees who are required to punch time clocks, shall have the right to use personal leave in either 0.3, 0.5 or 0.8 hour units.

12.G. Leave for Extraordinary Weather Conditions

The Authority may allow leave to employees in this Negotiating Unit under the following circumstances:

1. In the event of extraordinary weather conditions which develop before the commencement of a work day where appropriate public announcement has been made, the Authority may direct employees to remain away from work on account of such conditions, such time to be charged against accumulated vacation, personal or sick leave credits, at the employee's option. If such extraordinary weather conditions develop after the commencement of the workday, employees who are sent home shall not have to charge the time to their accruals.

12.G. 2. In the event an employee has reported to duty and, because of extraordinary circumstances beyond the employee's control, which make the duty station uninhabitable, the employee is directed to leave work, any such absence for the remainder of that day will not be charged against the employee's accumulated leave.

The provisions of subsection 1. hereof do not apply to employees whose duties are of an essential nature and whose presence is required at their duty stations.

12.H. Promotion Examinations

Employees who compete in Thruway Promotion Examinations will be granted leave with pay as follows:

I Shift employees - Entire Shift.

II Shift employees - Time required to take examinations plus reasonable travel time; Toll Collection employees working the II Shift will not be required to report to work prior to the examination and will be granted leave with pay for such time.

III Shift employees - If the promotion examination continues into the employee's III Shift, the employee will be allowed sufficient time to complete the examination and a reasonable amount of travel time.

12. I. Workers' Compensation Leave with Pay

1. An employee hurt on the job will be allowed time to get medical attention with no charge to the employee's accruals if absence is for less than a day.

An employee hurt on the job while working an out-of-title assignment will continue to receive pay at the out-of-title rate for the remainder of the shift. An employee working a scheduled overtime assignment where the hours to be worked are known will receive pay at the overtime rate for the overtime worked prior to the injury and will receive straight time pay for the remainder of the scheduled overtime period.

An employee necessarily absent from duty because of occupational injury or disability as defined in the Workers' Compensation Law who is allowed leave from the position for the period of the absence necessitated by such injury or disability shall (subject to the conditions set forth in 2. below) be

a. first granted compensation leave with pay without charge to leave credits not exceeding cumulatively six months; such leave may not be withheld by the Authority unless the employee's claim

for benefits is controverted by the Authority or its insurance carrier, provided, however, that approved leave may subsequently be suspended in the event the Authority submits to its insurance carrier or the Workers' Compensation Board for resolution any controversy related to a compensable aspect of the employee's claim (controversies shall include but not be limited to length, degree, extent or termination of disability. For employees appointed to the Authority on or after April 4, 1996, compensation leave with pay without charge to leave credits, not exceeding cumulatively six months, will be granted upon completion of thirty-six months service, and

12. I. 1. b. upon exhausting leave with pay benefits under a. above be allowed to draw accrued leave credits, and

c. upon exhausting leave with full pay benefits under a. and b. above, be allowed sick leave at half pay for which the employee may be eligible during such leave unless (1) there is good and sufficient reason to believe that the disability resulting from such injury or disease is not job related or is primarily due to some pre-existing medical condition; (2) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (3) the employee's services would have been terminated or would have ceased under law; or (4) the employee's claim for benefits is controverted by the State Insurance Fund.

2. An employee allowed leave with pay from such employee's position pursuant to 1. above shall receive pay during the first five working days of such leave for each separate injury or disease subject to the following provision:

a. for the first five working days of such leave in any one year, but not exceeding five working days in any one continuous period of leave spanning successive calendar years, the employee shall charge such leave to accrued leave credits, if any; provided, however, that the cumulative total of leave credits so charged shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

b. during a period of leave under paragraph a. above, the Authority shall advance up to five days of sick

leave credits to an employee eligible to accrue leave credits but who has exhausted their leave accruals, unless such employee requests otherwise in writing and such advance sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits in a manner to be determined by the Authority; provided, however, that the cumulative total of leave credits so advanced shall not exceed the number of hours normally and regularly worked by the employee in a biweekly pay period.

12.I. 2. c. an employee shall not be required to charge leave credits for the first five working days if such employee is required to be absent for a period of six or more consecutive work days following the occurrence of an occupational injury or disease in any one year provided the employee otherwise qualifies for Workers' Compensation Leave in accordance with the other provisions of this Article.

3. An employee allowed leave with pay under this Article may elect to draw accrued leave credits for part or all of the absence from duty before being granted leave with pay under Article 12.I.1. above.

4. If the Workers' Compensation Board subsequently denies or reduces the disability period for which an employee was granted leave with pay without charge to leave credits, the employee shall be required to make reimbursement for such paid leave from current leave credits. If the employee's accruals are not sufficient to cover the time period denied by the Board, payroll deductions of $50 per payroll period will be made until the balance owed the Authority has been repaid.

5. An employee who draws leave credits as provided in Article 12.I., shall be entitled to immediate restoration of such credits upon return to work on a full-time basis providing the employee's medical documentation is satisfactory to the Authority, excluding leave credits charged or advanced pursuant to Article 12.I.2., but including those used for absences of less than a full day.

An employee necessarily absent from duty on compensation leave who returns to work on a part-time basis must charge leave credits for such absence until the employee has met the requirements of section 2. above before being granted compensation leave without charge against leave credits.

6. An employee who is allowed leave with full pay as provided in Article 12.I.1.a. shall be

allowed such leave with pay when absent from duty for the purpose of attending a hearing scheduled by the Workers' Compensation Board or a medical examination ordered by the Board or Authority's Carrier, subject to the proviso set forth in Article 12.I.1.c. Such leave shall include a reasonable amount of travel time.

12.I. 7. An employee who receives full pay for any period of leave under this section will earn vacation and sick leave credits during such period.

8. An employee who receives full pay for any period of time under this paragraph will earn vacation and sick leave credits during such period; upon return to service after such leave, the employee will have one year from the date thereof to reduce any leave credits accrued beyond the limits permitted in this Agreement to the levels permissible hereunder.

9. There will be a continuing dialogue, via Labor/Management Meetings, on the effect of the State of New York's new Workers' Compensation Employee Leave and Reimbursement Program on the Workers' Compensation Program at the Authority.

12.J. Volunteer Fire Fighters - Civil Defense Duties

The tardiness of volunteer fire fighters caused by fire fighting or other emergency fire department duties or the tardiness of members of volunteer ambulance services caused by emergency ambulance service shall be excused by the Authority. In such cases, the Authority may require the employee to submit satisfactory evidence that the lateness was due to such duties. Should this tardiness extend for the entire shift, it will also be excused under the same conditions. Such leave for emergency fire department duties other than fire fighting duties shall exclude time for standing by and is limited to three days per year. The Authority may waive the three-day limitation when conditions so warrant.

The Authority shall grant leave with pay for Civil Defense duties in accordance with Section 21.13 of the Department of Civil Service Attendance Rules.

12.K. Computation of Daily Rate of Pay

The parties agree that for those purposes for which a daily rate of pay may be required for employees in this Negotiating Unit, for 37.5-hour employees, the Authority will compute such rate for an employee by dividing such employee's biweekly gross pay by 10.

For 40-hour employees the daily rate of pay will be computed by multiplying the employee's hourly salary by 8.

12.L. No-Fault Insurance

No leave will be given for any portion of any absence for which automobile no-fault benefits are recovered or recoverable by the employee under an Authority automotive

liability policy. An employee shall not, however, be denied any portion of a leave not recoverable from no-fault insurance only because such portion exceeds the maximum benefits provided under such insurance.

Leave credits, including sick leave at half pay, used by an employee during a period of absence for which no-fault benefits have been paid or are payable, which benefits or the right thereto have been assigned and/or credited to the Authority as reimbursement for wages paid, will be restored to the employee in full; provided, however, that no restoration will be made for any absence of less than a full day. Credits so restored may not again be used for future absences attributable to the same injury.

In the event that the employee dies, resigns or retires, cash payment for vacation or other leave credits compensable in cash, including any credits restored under this subsection, will be made in accordance with the appropriate provisions of this Agreement.

An employee who receives leave with full pay for any period of time under this paragraph will earn vacation and sick leave credits during such period; upon return to service after such leave, the employee will have one year from the date thereof to reduce any leave credits accrued beyond the limits permitted in this Agreement to the levels permissible hereunder.

12.M. Blood Donors

Necessary time will be given to all blood donors without charge to leave credits when they donate blood during a work day either at a bloodmobile visiting their work location or in response to an emergency request made by the local area Red Cross.

12.N. Military Leave

The Authority shall grant leave with pay without charge to accruals for any employee absent on ordered military duty, in accordance with Section 242.1.b. and Section 242.5 of the Military Law for a period not to exceed 30 days in each calendar year.

12.O. LEAVE DONATION PROGRAM

1. UNIT EMPLOYEES MAY MAKE A NON-REFUNDABLE DONATION OF ANNUAL LEAVE TO OTHER UNIT EMPLOYEES.

2. LEAVE DONATIONS MUST BE IN ONE-HALF OR WHOLE DAY UNITS.

3. DONATED LEAVE WILL BE CREDITED TO THE DESIGNATED RECIPIENT AS SICK LEAVE.

4. USE OF DONATED LEAVE MUST BE DUE TO MEDICALLY DOCUMENTED PERSONAL ILLNESS OR INJURY ONLY.

5. DONATED LEAVE USED BY RECIPIENT FOR A WORKER'S COMPENSATION ILLNESS OR INJURY IS NON-REFUNDABLE.

6. EMPLOYEES WHO RECEIVE AND USE DONATED ANNUAL LEAVE TO COVER ABSENCES WILL BE REPLACED, IF

NECESSARY, AS IF THEY ARE ON LEAVE WITHOUT PAY.

ARTICLE 13
Employee Rights and Benefits

13.A. Health and Safety

1. The Authority and Teamsters Local 72 reaffirm that all employees have a right to a safe working environment. To that end the parties will cooperate in the identification and prevention of safety hazards, will work mutually toward their correction and strive to insure compliance with safety guidelines and standards established on the behalf of employees.

   Recognizing that it is in everyone's best interest to resolve safety and health problems as quickly and as expeditiously as possible, the following procedures to identify and correct such problems have been agreed upon:

   a. To foster the timely resolution of safety and health problems, such problems will initially be presented to the respective Division Engineer or Toll Division Manager for immediate action.

      The existing Division Safety Committees will be the vehicle for regular discussions of health and safety issues on a local level. A Union representative will be designated as a member of such Committees.

   b. If a particular safety/health matter presented at the local level is unable to be resolved at such level within a reasonable time, such matters will be referred to the Director of Labor Relations' Office for their appropriate action.

   c. The existing Labor/Management Committee provided under Article 5 will be the vehicle for regular discussions regarding health and safety issues having Thruway-wide implications.

   d. The Authority would provide medical examinations for those employees exhibiting any of the symptoms of contact with toxic substances.

   e. In recognition of their mutual commitment to a safe working environment and to the safety of the traveling public, the parties agree, notwithstanding any other provisions of this agreement, that the Authority has the right to schedule employees so

that they do not work more than sixteen (16) consecutive hours without an intervening off-duty period of at least eight (8) hours.

13.A. 2. The Authority agrees to maintain First Aid supplies and equipment in each of the four Division Headquarters Buildings and nursing services in its Administrative Headquarters Building.

3. The Authority will provide to employees who have not previously received such safety equipment, one pair of safety glasses and replace such safety glasses upon request of the employee, when replacement is made necessary by wear or damage on the job.

   Those employees who are provided with glasses by the Authority and whose positions require they wear such safety glasses, shall make full appropriate use thereof.

4. The parties have established an Employee Assistance Program to assist employees and their families with problems that may affect their well being and their ability to perform their jobs.

5. The Authority will provide training and/or other information on hazardous material employees encounter on the job.

13.B. Thruway Passes

1. Unlimited

   The Authority agrees to provide that:

   a. a permanent employee of the Authority in this Negotiating Unit will be eligible for such pass following completion of four years of satisfactory Authority service;

   b. such pass may be retained by such employee, for the employee's use only, upon retirement from Authority service after completion of 20 years of satisfactory Authority service;

   c. if an employee leaves the Authority, the employee may regain their pass plate, for the employee's use only, upon retirement if the employee had completed 20 years of satisfactory Authority service.

2. Limited

   The Authority agrees that the limited pass plate given to a new employee pursuant to the "Employee Pass Procedure" shall, if possible, be provided within one week of reporting for work. If this is not possible, other provisions shall be made so that such employee

may travel to and from work without paying toll.

13. C. Class Specifications and Duty Statements of Positions

1. The Authority agrees to update, if needed, semi-annually (April and October) the class specifications and duty statements for each title in this Negotiating Unit. The Authority further agrees to maintain and provide a complete set of class specifications for this Negotiating Unit in the Bureau of Personnel, in each of the four Division Headquarters Offices of the Authority and to the Union. The Authority also agrees to provide to any employee in this Negotiating Unit, at the employee's request, a copy of the class specification for the employee's position.

The Authority further agrees to omit the phrase "does other related work as required" from class specifications prepared in the future.

The Union shall have the opportunity to review new and revised class specifications and duty statements prior to issuance. The Bureau of Labor Relations will initiate a follow up system to insure that the Union's comments, if any, on new or revised class specifications or duty statements are received and considered prior to the publication of these documents in final form.

2. The parties agree that each set of class specifications referred to above will contain the following preface:

"The duties enumerated in the following class specifications are typical examples of tasks which are characteristic of the positions described and are intended to be illustrative, not restrictive. Supervisors determine what work is to be assigned to individual positions consistent with the duties and responsibilities characterizing such positions."

All new specifications and revisions in class specifications will be incorporated in the above sets as they occur.

3. The Authority recognizes its obligation to negotiate with the Union any changes in the class specification or duty statement for a position when those changes involve duties which are not inherent to the duties of that position.

13.D. Tuition Assistance

The Authority agrees to provide a Tuition Assistance Program for permanent full-time employees in this Negotiating Unit for formal education courses which:

will improve the employee's general competence in

performing present job; courses which increase the employee's opportunity for advancement to positions for which the employee may compete on a promotional basis; courses in preparation for high school equivalency, or if the course is part of an overall education program leading to an associate's or bachelor's degree at a college or university accredited by the State of New York. However, if an employee was enrolled as of February 9, 1984, in a program leading to any degree at a college or university accredited by the State of New York, the Authority agrees to continue the 90% tuition support for those degree programs and all other courses described above.

Tuition support for approved courses will be advanced to the employee before the course begins. If the course is not satisfactorily completed, with a passing grade, the amount of tuition must be returned to the Authority.

1. The financial assistance provided herein will be provided for payment of tuition only.

2. If an employee receives financial assistance for any course described above, the Authority may deduct the amount of such assistance from the tuition reimbursement. Financial assistance shall not include loans.

3. There is a maximum of 21 credit hours annually per employee.

EMPLOYEE BENEFITS TRAINING COURSES

The Authority agrees to request that the Department of Civil Service continue to permit Authority employees to participate, under the Authority's Tuition Assistance Program, in the Employee Benefits Training Courses offered to State employees. The Authority further agrees, subject to the approval of the appropriate supervisor, to grant employees leave with pay, including reasonable travel time, for those Employee Benefits Training Courses which are offered only during the employee's normal work day.

13.E. Eligible List Stays

The Authority agrees to request the Department of Civil Service, in the event the use of an eligible list established for Authority positions only in this Negotiating Unit is stayed pursuant to court order, to continue such list in existence, upon the removal of such stay, for a period not less than 60 days and for such additional period as may be determined by the Department of Civil Service, except that in no event is such 60 day period to extend the life of any eligible list beyond the statutory limit of four years.

13.F. Parking Facilities

The Authority agrees not to charge employees in this Negotiating Unit for parking personally owned cars at any regularly established work location of the Authority.

13.G. Leave of Absence for Probationary Employees

The Authority agrees to grant an employee in this

Negotiating Unit holding a permanent position in the competitive or non-competitive class who is appointed to an Authority position from an open competitive eligible list a leave of absence from such position for the duration of the probationary term in the position to which the employee is appointed.

13.H. Reimbursement for Personal Property Damage

The Authority agrees that the provisions of the small claims procedure will continue to apply to employees in this Negotiating Unit to permit the filing and consideration of claims for reimbursement for personal property damaged or destroyed in the course of performance of their duties.

13.I. Meal, Lodging and Mileage Allowance

Effective July 19, 1990, receipted lodging and meal expenses for authorized overnight travel for locations within and outside of New York State shall be reimbursed at rates equal to the combined per diem lodging and meal reimbursement rate provided by the federal government to its employees in such locations. The rates shall be revised in accordance with any revision made in the per diem rates provided by the federal government to its employees.

The Authority will publish and distribute the federal government reimbursement schedules for New York State locations for meals and lodging and any revisions thereto.

NOTE: (1) No meals or lodging will be paid to an employee performing official duties within 35 miles of the employee's official station or place of residence.

(2) An employee will receive the greater rate whenever official duties are conducted during a 24 hour period in areas with different rates.

(3) There is no change in travel allowances for Unit I employees when lodging receipts are not provided. (See Schedules A and C of the Authority's Travelers' Guide.)

1. The conditions for payment of expenses pursuant to this section shall be as follows:

   a. prior certification by the employee's supervisor that such travel is necessary and,

   b. subsequent certification by the employee and supervisor that such travel did in fact take place.

2. When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner.

3. Effective July 19, 1990, the Authority will provide a mileage allowance rate equal to the prevailing Internal Revenue Service mileage allowance for business expenses to those

employees who must use their personal vehicles for Authority business.

13.J. Relocation Costs

The Authority will provide for reimbursement of relocation costs as a result of job transfer or promotion for the benefit of the Authority in accordance with the New York State Thruway Authority Regulations Covering Reimbursement of Moving and Travel Expenses, and extend these benefits to employees in and below Salary Grade 15.

13.K. Personal History Folders

The Authority will publish a Statement of Policy and a Procedure for Access to Personal History Folders and for the purpose of purging such folders to provide that:

1. Upon written request to the Personnel Director, the Authority will promptly provide an employee a list of relevant material contained in the employee's personal history folder, and a copy of any part of such material requested by the employee, to be reviewed by the employee at the work station, or the opportunity to inspect the personal history file or copy thereof in the employee's Division.

2. Material shall not be filed in the folders of which the employee does not have a copy.

3. The employee may submit for filing a response to anything in the folder which the employee considers adverse, a copy of which may be given by the Authority to whomever originates such adverse material.

4. The Authority will remove, upon written request of the employee after one year from the date thereof, any item in the personal history folder which the employee considers to reflect adversely on work performance or the employee's character, except items that have been used to support an unsatisfactory performance rating which was subsequently sustained; items which are part of a disciplinary proceeding; such items may be removed upon the employee's request after three years from the date thereof provided there has been no subsequent unsatisfactory rating or subsequent discipline proceeding. If there has been such subsequent action, the material may not be removed until three years from the date of the last such action. Patron letters may be removed one year from the date of the last such letter.

5. The Authority will not remove any material from the Folder prior to a disciplinary hearing and then use that material against an employee in a disciplinary hearing.

6. The Union may represent the employee in connection with this paragraph.

13.L. Vacation Checks

An employee who will receive a salary check while on vacation may leave a stamped and addressed envelope with the supervisor, who will forward such check.

13.M. Shift One Salary Checks

Salary checks shall be sent out in sufficient time that I Shift employees may receive such checks at the conclusion of their shifts on Wednesday morning.

13.N. Overtime Checks

All overtime will be paid by separate check 16 days after the end of the pay period in which the overtime was worked.

13.O. Accidental Death Benefit

In the event an employee dies subsequent to the date of this Agreement as a result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the Authority shall pay a death benefit in the amount of $50,000 to the employee's surviving spouse and children in the same proportion of the Workers' Compensation Accidental Death Benefit is paid. Such Accidental Death Benefit shall also be paid in those instances when an employee who is called out in an emergency dies as a result of an accident while en route to their work station in response to such emergency call. In the event the employee is not survived by the spouse or children, then the Authority shall pay this Death Benefit to the employee's estate.

The Authority agrees that children of deceased employees receiving this Death Benefit will be eligible for full tuition to attend any of the State University's colleges at Authority expense, providing they meet the institution's entrance requirements.

13.P. Reasonable Accommodations

Otherwise qualified disabled employees will have the right to request reasonable accommodation in a job or work environment that will enable them to perform the essential duties and functions of the job for which they are applying or in which they are employed.

ARTICLE 14
Grievance Procedure

14.A. Definition and Steps

In order to further the harmonious and cooperative relationship between the Authority and its employees, it is agreed to provide for the settlement of grievances in the manner set forth herein.

A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement, which is presented for resolution not more than ten working days after the first occurrence or cause for such grievance.

Any grievance arising between the Authority and the Union or an employee represented by the Union shall be settled in the following manner:

STEP 1:

In the first instance, the employee and/or the Shop Steward shall discuss the grievance with the supervisor involved. Every effort should be made by both parties to settle the issue.

If a satisfactory settlement is not effected with the employee's immediate supervisor within ten working days, the Shop Steward and the employee shall, within three working days, submit such grievance, in writing, to the Union's Business Representative.

At the same time the Steward must discuss the grievance with the Division Engineer, Toll Division Manager/Bureau Head or other Authority designee, whichever is appropriate. This discussion must take place prior to Step 2 of the Grievance Procedure and a written record of the results of such discussion must be included in the grievance if it is referred to the Director of Labor Relations as provided in Step 2 of the Grievance Procedure.

STEP 2:

The Business Representative shall then take the matter up with the Director of Labor Relations within 15 working days. Every effort should be made by both parties to settle the issue. If a settlement is reached, it shall be final and binding. A disposition of the matter must be made within 15 working days.

STEP 3:

If no satisfactory settlement can be agreed upon at Step 2, either the Authority or the Union may, within 21 working days, request arbitration of the grievance.

The parties shall thereafter, within 21 working days, select a mutually agreeable and impartial arbitrator from the agreed upon arbitration panel. In the event they are unable to agree upon an arbitrator, the matter shall be referred to the American Arbitration Association the next day. After the Association submits a list of arbitrators to the Union and the Authority, the parties shall reply with their preferred selections no later than three working days after receipt of such list.

The decision or award of the arbitrator shall be final and binding upon the Authority, the Union and the grievant(s) to the extent permitted by and in accordance with appropriate law and this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement and either party may appeal a decision which is arbitrary, capricious or not based upon the evidence submitted. Either party may appeal an arbitrator's decision to the courts within 30 working days. Either party may seek clarification of such decision within 20 calendar days.

The arbitrator shall determine grievability prior to hearing the grievance case. The Arbitrator will immediately rule and, if the case is ruled grievable, shall proceed to

hear the merits of the grievance.

The expense for the arbitration will be shared equally by the Authority and the Union.

14.B. Basic Standards and Principles

Grievances of the Union or the Authority shall be submitted at Step 2.

Grievances shall be handled during working hours and the aggrieved employee and the Shop Steward shall be granted leave with pay for the time involved. Such time shall include reasonable time for travel, if needed.

Any Shop Steward shall, with the approval of their supervisor, be permitted to leave work to investigate and adjust the grievance of any employee within the Shop Steward's jurisdiction.

Should the Shop Steward and aggrieved employee have different supervisors, then the approval for the discussion of the grievance must be obtained from both supervisors.

Employees shall have the Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of the Authority.

Pertinent work records shall be made available during the discussion of grievances.

It is recognized by the parties that during the term of the Agreement it may be necessary for the parties to clarify certain provisions of the Agreement. It is agreed that such clarifications shall be in writing and shall contain the statement that it is either part of the Collective Bargaining Agreement and subject to the Grievance Procedure "or" not part of the Collective Bargaining Agreement and not subject to the Grievance Procedure.

The procedure set forth herein may be invoked only by the authorized representative of the Authority or the Union.

ARTICLE 15
Discipline

15.A. Informal Proceedings

1. When an employee is charged orally with any act of misconduct or incompetence by their supervisor, in any discussion or conference concerning the incident, no evidence concerning such discussion or conference will be offered or admitted in any subsequent disciplinary step or proceeding except that either party may offer only the fact that such discussion or conference was held.

2. A permanent employee who is requested to resign shall be given a written statement, pre-signed by the Authority and the Union, that the employee has the following rights:

   a. representation at every stage of the proceedings;

15.A. 2.

   b. to refuse to give any statement, and that any statement the employee gives may be used against the employee in subsequent proceedings;

   c. written charges setting forth specific claims of incompetency or misconduct;

   d. a hearing before an independent Hearing Officer regarding those charges;

   e. appeal, under certain circumstances, of any adverse determination.

15.B. Formal Proceedings

1. An employee (other than a temporary employee) against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefore; shall be furnished a copy of the charges preferred; and shall be allowed at least eight days for answering the same in writing. The notice containing such charges shall include the statement that "the employee is innocent until proven guilty and the burden of proof is on the Authority." The Authority will simultaneously furnish the Union a copy of the charges by registered or certified mail.

   Any permanent employee who is on probation in a higher level position in this Unit shall be subject to disciplinary proceedings in accordance with this Article; however, this shall in no way impair the right of the Authority to return the employee to the original position. No employee shall be served with disciplinary charges which relate to actions taken in connection with the performance of the employee's duties as an elected official of the Union unless and until prior discussion of the matter has been held with the Union and, if requested, with such employee, provided the Union has previously advised the Authority in writing that the employee is such an official.

2. All charges of conduct alleged by the Authority to constitute incompetency or misconduct shall be contained in the charges and specifications. Upon written demand made within 20 days after charges have been served, the employee shall be entitled to copies of all written reports and records in the custody of the Authority which will be relied upon at the hearing.

3. Except as otherwise provided in this Agreement, Section 75 of the Civil Service Law will govern any disciplinary proceedings. The Authority shall appoint a Hearing Officer from a panel previously agreed upon between the Authority and the Union. If the Union will represent the employee, the Authority and the

Union will agree upon the Hearing Officer. In the absence of such agreement, the Authority and the Union will alternately strike names from the said panel, and the person able and willing to serve, whose name was last stricken from the panel, will be appointed.

15.B. 4. Upon selection and engagement of the Hearing Officer, the Hearing Officer shall determine the date, time and place of the hearing, after consultation with the parties. The proposed scheduled date of the hearing should be within 14 calendar days of the Hearing Officer's appointment.

5. The Hearing Officer's decision should be made and served on the Authority and the Union within ten calendar days of the last day of the hearing, unless the parties agree upon an extension of such time. The Hearing Officer's recommendation(s) shall be served upon the Authority and the Union at the same time. Within five days after service of the Hearing Officer's decision, the Authority shall issue a determination.

The Authority will compensate the Hearing Officer and furnish one copy of the transcript of the hearing, if one has been prepared, to the Union or the employee if the employee is not represented by the Union.

6. Neither the decision nor the recommendation(s) of the Hearing Officer shall be binding upon the parties. The determination of the Authority may be appealed to the Civil Service Commission or to the courts pursuant to the provisions of Section 76 of the Civil Service Law.

15. C. Cardinal Offense Procedure

1. An employee charged with any of the following offenses involving the Authority may be suspended until receipt of the Hearing Officer's decision: a) physical assault on a supervisor or any other employee or Authority patrons; b) theft, embezzlement or conviction of a felony; c) loss of driver's license because of driving on duty under the influence of liquor or illegal narcotics, and/or willful concealment of loss of driving privileges; d) VIOLATION OF AUTHORITY'S WEAPONS POLICY;

2. If the Hearing Officer finds that the employee should not be discharged the employee shall be reinstated and returned to work with back pay minus any penalty imposed by the Hearing Officer.

3. The decision of the Hearing Officer is final and binding on the parties.

4. All hearing dates offered by the designated Hearing Officer shall be acceptable to the Thruway Authority. If the Thruway Authority

does not accept a date which is offered by the Hearing Officer and is acceptable to the union, the employee shall be restored to the payroll for each workday (including holidays) until the date of the Hearing Officer's next availability.

15.C. 5. The Hearing Officer shall offer four (4) hearing dates within a 45-day period from the date the charges are issued. If a Hearing Officer is unable to offer four such dates, and the parties jointly determine that the hearing cannot be completed within the offered dates, the parties will select the next name on the division's rotating list of Hearing Officers, and then from the list of Hearing Officers from the division which is next in numerical order with the understanding that 4 shall be followed by 1.

6. The Hearing Officer shall issue a decision within twenty (20) days after the hearing is closed unless otherwise mutually agreed by the parties, but in no event shall the decision be issued more than forty (40) days after the close of the hearing.

7. The intent of section 4, above, is that if the Authority causes delay in the hearing due to unavailability on dates offered by the Hearing Officer, the Authority shall pay the employee their salary for the period of such delay.

15.D. Job Abandonment

Any employee absent from work without authorization for 20 workdays shall be deemed to have resigned their position unless the employee or family member has contacted such employee's supervisor or the Personnel Office.

ARTICLE 16
Maintenance Employees

16.A. Applicability of Article

This Article applies to all full-time field maintenance employees in this Negotiating Unit.

16.B. Supervisor-Employee Meetings

The parties agree that supervisor-employee meetings will be held to discuss matters of mutual interest on an as-needed basis. Meetings may also be requested by the Union representative in which case a proposed detailed agenda shall accompany the request. Such meetings will be held, so far as practicable, during working hours and will include not more than four Authority employees as Union representatives. Employee representatives working other than the II Shift will be granted compensatory time off with pay during their shift, including actual and necessary travel time not to exceed two hours each way.

16.C. Coffee Breaks

The Authority agrees to continue to grant employees two fifteen minute coffee breaks per workday or shift.

16.D. Assignments of Employees Outside of Their Regular Work Area/Location

The parties agree that the assignment of highway or bridge employees to work in a maintenance section or bridge crew other than the one to which they are regularly assigned will be made, to the extent possible, on a volunteer basis in order of seniority. The parties also agree that, in the event there are insufficient volunteers, employees will be assigned in reverse order of seniority to the extent required to provide sufficient personnel for the work to be performed.

16.E. Staffing of Snow Plows and Patrol Trucks

The parties agree that two employees will be assigned to operate a truck equipped with a right-hand wing plow or a spreader when, during loading or snow plowing operations, in consideration of weather and other visibility conditions, the safety of personnel and equipment, and the most appropriate utilization of the available personnel and equipment, such snow plowing operation requires it.

The parties also agree that the number of employees to be assigned to operate a patrol truck will be determined by the supervisor and that when, in the supervisor's opinion, the conduct of the patrol operation requires the assignment of two employees to the patrol truck, in consideration of weather conditions, the safety of personnel and equipment, and the most appropriate utilization of the available personnel and equipment, such assignment will be made.

16.F. Conduct of Mowing Operations

The Authority agrees to encourage the use of the "buddy" system in the conduct of mowing operations whereby mowers operate in teams.

16.G. Performance of Lower Grade Duties by Supervisors

The parties agree that supervisors will not be assigned, or assign themselves, to perform duties of positions comprising this Negotiating Unit except in emergencies, or as such duties may be included in the class specification of the supervisory position, or unless an employee in the appropriate title has been called to report for duty and has not arrived or is not available.

16.H. Assignment of Overtime Opportunities

The parties agree that overtime opportunities will be distributed equitably among qualified employees.

The parties further agree that the practices for the distribution of overtime in effect in each work unit on the date of this contract will be continued.

The procedure for the distribution of such overtime is as follows:

The Authority will establish a list of qualified employees in order of seniority by work unit or by shift depending on the present overtime practice of the work unit. Working an overtime opportunity of less than four hours shall not affect an employee's standing on the overtime list. Working an overtime opportunity of four to less than eight hours, or a call-out of less than eight hours, being unavailable or refusing an overtime opportunity shall be deemed a chargeable overtime opportunity. Working an overtime opportunity of eight to less than twelve hours shall be deemed two chargeable overtime opportunities. Working an overtime opportunity of twelve to less than sixteen hours shall be deemed three chargeable overtime opportunities. Working an overtime opportunity of sixteen hours or more shall be deemed four chargeable overtime opportunities.

Refusing and being unavailable for an overtime call is equal to the number of charges for working such overtime.

For purposes of scheduled overtime, Bridge employees and employees of the Bureau of Equipment Maintenance assigned to a maintenance section are not considered Section employees and will not be considered as being on the Section list nor will Section employees be considered as being on the Bridge list unless otherwise mutually agreed between the Authority and the Union.

If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time. If a temporary employee is improperly assigned overtime that should have been assigned to a permanent employee and the Authority is unable to reschedule the permanent employee for overtime in place of a temporary employee, the Authority will pay the permanent employee for the lost time.

If in either party's view the Authority alters the shift or overtime staffing so that the equitable distribution of overtime in effect in the work unit is no longer feasible, then the parties will agree on a new method of overtime distribution.

The parties agree that the "crew concept" shall be utilized for the distribution of bridge overtime, whereby overtime required on a particular bridge project will first be offered to the members of the crew assigned to that project.

However, it is understood that the desire of the parties is that there be an equitable distribution of overtime opportunities among Bridge employees in the geographical unit to which the employees are assigned. Therefore, this must be considered in making crew assignments to bridge projects where it is known in advance that such project would require overtime on a continuing basis.

16.I. Winter Maintenance Patrol (Weekend and Holiday)

When the Winter Maintenance Patrol (Weekend and Holiday) is fully staffed, such staffing, which may include at least one Construction Equipment Operator (Heavy) per shift, shall be at least three employees in all Divisions.

16.J. Winter Maintenance Shifts (Monday-Friday)

Winter Maintenance Shift assignments shall be posted at least two weeks in advance. Winter Maintenance Shifts shall be staffed first by volunteers, then by Section employees in reverse seniority order, except that no employee shall be required to work more than two consecutive pay periods on the 4:00 p.m. - 12:00 midnight shift and two consecutive pay periods on the 12:00 midnight - 8:00 a.m. shift, or four consecutive pay periods on a combination of both.

AN EMPLOYEE ASSIGNED PURSUANT TO ARTICLE 16.D. TO A WORK UNIT WITH WINTER MAINTENANCE SHIFTS, SHALL BE PERMITTED TO VOLUNTEER FOR A SHIFT IN SENIORITY ORDER PROVIDED THAT SUCH EMPLOYEE REPORTS TO THE WORK UNIT PRIOR TO THE WINTER MAINTENANCE SHIFTS BEING POSTED AND BID IN THE WORK UNIT. IF THE EMPLOYEE REPORTS TO THE WORK UNIT AFTER THE WINTER MAINTENANCE SHIFTS HAVE BEEN BID IN THE WORK UNIT, THEN THE EMPLOYEE WILL BE ASSIGNED TO A SHIFT THAT HAD NOT BEEN BID FOR.

16.K. Advance Increment Program

The parties agree that the Advance Increment Program salary schedule for Maintenance Assistant (Mechanic) and Construction Equipment Operator (Light) shall remain.

16.L. Work Clothing, Accessories and Tool Allowance

1. The parties agree that a work clothing cleaning allowance of $110 annually will be paid to those employees receiving work clothing (two sets of summer and two sets of winter clothing) pursuant to the "Work Clothing Allowance Policy Statement" (25-3-01) of the Authority. One extra set of work clothing will be issued to employees in the following positions: Bridge Repair Assistant Trainee I and II, Bridge Repair Assistant, Bridge Repair Mechanic and Bridge Welder. All maintenance employees will receive four (4) sets of work clothing for their initial issue.

   Winter coats will be provided to all eligible maintenance employees. Such coats will be replaced on the basis of reasonable wear and tear on the job.

   Cleaning allowances shall be paid four times per year, January 31, April 30, July 31, and October 31, after the end of the calendar quarter, to which such allowances apply. Employees shall be eligible to receive a quarterly payment if they utilize such clothing at least nine weeks within such calendar quarter.

The Authority will provide disposable or other "throwaway" clothes to certain Maintenance Assistant (Mechanics), Motor Equipment Mechanics and other titles where the nature of the job (such as tarring, bit paving or cleaning of septic tanks) requires the use of such clothing, and improved disposable clothes to Bridge Painters in accordance with a policy to be promulgated by the Authority.

Where suitable throwaway clothing is not available and replacement of the work clothing of Bridge Painters engaged in sand blasting has been made necessary because of such work, such damaged clothing may be turned in for replacement. Where suitable throwaway clothing is not available and replacement of the work clothing of Bridge Painters engaged in high level bridge painting has been made necessary because of such work, such damaged clothing may be turned in for replacement up to a maximum of three sets per year.

16.L. 2. The Authority agrees to provide paint gloves and rain coats or rain suits to employees on an as-needed basis.

3. The Authority agrees to provide, on a phase-in basis, over-the-shoe shorter boots in place of the present hip boots. The Authority further agrees to retain six pairs of hip boots per Maintenance Section. Worn out or damaged short boots must be turned in for replacement.

4. The Authority will provide to employees who have not previously received such safety equipment and whose positions required that they wear such equipment, reimbursement for two pairs of safety shoes. Purchases of safety shoes will be reimbursed up to $85.00. EFFECTIVE JULY 1, 2002, THE REIMBURSEMENT RATE WILL BE INCREASED TO $100.00.

   The Authority further agrees upon request of the employee, to reimburse the employee for the replacement for such safety shoes for these employees and the employees who were previously issued such safety shoes at the rates set forth above, when replacement is made necessary by wear or damage on the job.

   Those employees who are provided or reimbursed for such equipment shall make full appropriate use thereof.

5. The Authority agrees to provide an annual allowance of $150.00 to employees in the Bureau of Equipment Maintenance employed in the titles of Motor Equipment Mechanic, Sheet Metal Worker, Automotive Body Mechanic, Maintenance Assistant (Mechanic), Welder (when regularly assigned to Automotive Repair Shop) and Machinist and to employees in the Bureau of Thruway Maintenance in the titles of Toll Equipment Mechanic, and Movable Barrier

Operator, to reimburse these employees for personally owned tools required to be furnished by them, or which they provide voluntarily in excess of requirements, and which are broken, worn out, lost or stolen in the performance of their duties. Effective January 31, 1993, the annual allowance will be increased to $175. Effective January 31, 1994, the annual allowance will be increased to $200.

Tool allowances shall be paid once a year WITH THE LAST PAY CHECK IN JANUARY. Employees shall be eligible to receive a quarter of the tool allowance if they are at work in a title to which such allowance is applicable at least nine weeks within such calendar quarter.

The Authority will continue to provide insurance for loss of tools from the required tool complements to a limit of $5,000.

16.M. Posting of Overtime and Out-of-Title

The Authority agrees to post monthly at the appropriate work locations the actual overtime hours worked during the preceding month by each employee assigned to such work location. The Authority will provide information monthly to the Division Engineer and the Maintenance Chief Shop Steward showing the amount of out-of-title and overtime worked for each work location within the Division. In addition, the work unit's overtime opportunity sheet will be posted in the lunchroom or near the time clock at each work location.

16.N. Out-of-Title

1. A field maintenance employee (including Sign Shop employees) but excluding Equipment Maintenance employees referred to in 5. below assigned to:

- supervise a work crew
- operate heavy equipment
- perform the duties of a higher level position

shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour. However, for the operation of the front-end loader such assignment shall be for four consecutive hours or more before the employee receives out-of-title pay from the first hour.

2. Non-consecutive fractions of an hour cannot accumulate to make an hour's unit of out-of-title pay. In the operation of the front-end loader non-consecutive hours cannot accumulate to make a four-hour unit of out-of-title pay. Article 8.E.1. and 2. apply in determining employees' salaries in out-of-title situations.

3. If an employee is bypassed for an out-of-title

work assignment, the Authority shall have 21 calendar days from notice thereof to rectify the situation by offering the employee another out-of-title opportunity. If the Authority is unable to make this offer within the above time frame, the Authority shall pay the employee for the lost assignment. This provision will only be invoked by the parties when an obvious error in an out-of-title assignment has occurred or when the out-of-title assignments in the work unit have not been fairly distributed.

16.N. 4. Heavy equipment is defined as:

Grader
Bulldozer or other tracked vehicle
Gradall
Asphalt paver (driver and screed operator)
Front end loader
Niteliner (driver only)
Truck trailer combination requiring Class I License
Herbicide truck
Sign boom truck (Crane) - operator paid out-of-title as SG-12
BridgeMaster 2 (bucket operator only)
Condor (driver and platform operator)
Self-Propelled Snowblower (driver only)

5. Equipment Maintenance employees:

a. In lieu of out-of-title pay, employees in the title of Maintenance Assistant (Mechanic) will receive $.25 per hour premium pay, which will be included in their biweekly salary check. An employee must demonstrate competence by passing a performance test before being eligible for such premium pay. This test shall be given each January. These additional monies will be considered as part of salaries for retirement purposes only and not for overtime purposes, promotion or in calculating future salary increases.

b. The money amounts described in paragraph a. above will also be awarded to present 8M's without further testing. Those Maintenance Assistant (Mechanics) presently taking AIP training will receive AIP increments set forth in Article 8.D. upon completion of such training.

6. Out-of-Title Committee

The parties agree to the formation of a Unit I Out-of-Title Committee which will review new Authority equipment to determine if such equipment should be classified as "heavy or light" for out-of-title purposes.

The Authority agrees to grant Employee Organizational Leave to employees of the

Authority in this Negotiating Unit for meetings of such Committee, including actual and necessary travel time not to exceed 6.5 hours each way.

16.N. 7. The parties agree that the "crew concept" shall be utilized for the distribution of Bridge out-of-title assignments, whereby out-of-title work required on a particular Bridge project will first be offered to the members of the crew assigned to that project.

16.O. Summer Patrol

In addition to whatever other summer patrols the Authority may schedule, and on Sundays during the months of July and August, (including the Sunday before Labor Day) the summer patrol will be maintained for a minimum of four hours for each section but, at the Authority's option, a patrol may be assigned to cover two sections, in which case it will work eight hours.

When the 4th of July falls on a Friday, the Summer Patrol will be conducted the following Saturday.

The parties agree that employees shall have the option of selecting the starting time for the summer patrol and barrel dumping operations between 6:00 a.m. and 8:00 a.m., subject to the approval of the supervisor.

16.P. Commuting Limit for Toll Equipment Mechanics

No limit will hereafter be imposed upon Toll Equipment Mechanics with respect to the distance from the Thruway within which they must reside.

16.Q. Seniority for Field Maintenance Employees

Seniority for field maintenance employees shall be defined as length of continuous annual/hourly (non-seasonal) service with the Authority, except in the case of hourly (non-seasonal) employees who have seasonal hourly service which is contiguous with their non-seasonal service, their seniority shall be dated from the date of their appointment to such contiguous seasonal hourly service.

Example: Employee Sands, appointed seasonal/hourly as a Construction Equipment Operator (Light) on September 30, 1975, works full time until November 1, 1975, at which time employee Sands is appointed permanently as a Construction Equipment Operator (Light). Employee Cannon is appointed permanently as a Construction Equipment Operator (Light) on October 15, 1975. Employee Cannon is senior to employee Sands until November 1, 1975, when employee Sands is appointed permanently and then employee Sands has 16 days more seniority than employee Cannon.

It shall apply as hereafter set forth:

16.Q. 1. Continuous service with the Authority shall apply to promotion, transfer and seniority lists except, after December 1, 1987, the following exceptions apply:

16.Q. 1. a. When an employee takes a voluntary demotion, their seniority shall begin as of the employee's time in the new work unit. SUCH EMPLOYEES SHALL HAVE FULL SENIORITY, HOWEVER, ONLY FOR THE PURPOSE OF TRANSFERRING BETWEEN WORK UNITS. FOR ALL OTHER PURPOSES SENIORITY WILL BE THE DATE THE EMPLOYEE TAKES THE VOLUNTARY DEMOTION.

b. When an employee changes from a competitive to a non-competitive job, the employee's seniority in the new work unit shall begin as of the time of the move. SUCH EMPLOYEES SHALL HAVE FULL SENIORITY, HOWEVER, ONLY FOR THE PURPOSE OF TRANSFERRING BETWEEN WORK UNITS. FOR ALL OTHER PURPOSES SENIORITY SHALL BE AS OF THE DATE OF THEIR DEMOTION OR CHANGE FROM COMPETITIVE CLASS TO NON-COMPETITIVE CLASS.

An employee who is terminated or who resigns shall have seniority from the date of reinstatement for promotion and transfer but shall retain all other earned benefits. Military leave, leave of absence, Workers' Compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.

2. For purposes of transfer among equally qualified employees in accordance with the provisions of Article 16.T. and 16.U., subject to number 1.

3. For purposes of promotions to non-competitive positions, among employees equally qualified, in accordance with Article 16.S., subject to number 1.

4. For purposes of overtime work opportunities, in accordance with Article 16.H., subject to number 1.

5. For purposes of vacation, in accordance with present practice.

A permanent maintenance employee appointed or promoted to a seasonal position shall continue to accrue seniority in the permanent position for salary and the above purposes. Except that in the case of overtime opportunities, upon reverting to the permanent position, the employee will be credited with the highest number of overtime opportunities of any member of the work unit.

NOTE: Seniority for field maintenance employees shall provide that ties in seniority may be broken first by counting non-competitive seasonal service and second, if need be, by the flip of a coin.

16.R. Primary and Secondary Promotion Units

1. For non-competitive field maintenance positions, primary promotion units shall include the following:

   Highway Maintenance Section;
   Division Garage;
   Division Bridge;
   Division Highway;
   Division Buildings;
   Sign Shop;
   Tappan Zee Bridge Maintenance Section;
   Niagara Bridge Maintenance Section;
   Janitors Assigned to I-84.

2. Automotive maintenance, clerical and administrative positions are excluded from the Highway Maintenance Section for promotion purposes.

3. For promotion purposes, automotive maintenance positions in Highway Maintenance Sections are assigned to the Division Garage of the Division in which they are geographically located.

4. Vacancies occurring in Construction Equipment Operator (Heavy) positions will be filled from among qualified candidates who have had service with the Authority in Construction Equipment Operator (Light) positions unless neither the primary nor secondary promotion unit produces such qualified candidates, in which case recruitment for these positions will be conducted in accordance with the "Job Vacancy Posting Policy for Non-Competitive Class Positions" as provided in Policy 25-2-21, which will be amended to provide an eight day posting procedure for every vacancy in primary units and secondary units, where necessary, and to provide for actual notice to employees on leave from such units.

5. First considered will be promotions from within the primary promotion unit, within the Department of Maintenance Engineering, in order of seniority.

   Second considered will be promotions from elsewhere within the Division and transfers from elsewhere within the Division, within the Department of Maintenance Engineering, in order of seniority. Sign Shop employees AND NON-COMPETITIVE CLASS MAINTENANCE EMPLOYEES ASSIGNED TO ADMINISTRATIVE HEADQUARTERS will be considered in this unit in the Albany Division.

   Third considered will be promotions from elsewhere within the Authority, within the Department of Maintenance Engineering, in order of seniority.

   Fourth considered will be promotions from

elsewhere within the Authority.

16.R. 6. For the purposes of this Section, eligible employees seeking permanent appointment to a lower level position shall be considered the same as promotion candidates.

7. Permanent competitive class employees shall not be included in the promotion units described in paragraph 5. above for the purpose of filling non-competitive or labor class seasonal positions. Such employees shall be considered within the appropriate promotion unit for the filling of all other vacancies.

8. The Authority agrees to post non-competitive and labor class positions reserved by employees serving probation elsewhere, utilizing the term "Temporary/Conditional" status. For the purposes of job vacancy posting, such appointments will become permanent without further posting, upon the former incumbent's satisfactory completion of probation. It should be noted that "Temporary/Conditional" status is a term coined to permit job bidding on a more realistic basis but actually has no standing in Civil Service Law.

16.S. Promotion of Non-Competitive Class Field Maintenance Employees

1. When a vacancy is to be filled in a position for which there are employee(s) eligible for promotion within the primary promotion unit, it will be in seniority order from such list of employees unless failure to do so is supported by a "skip memo".

2. When a vacancy is to be filled in a position for which there is both a transfer roster and employee(s) eligible for promotion from elsewhere within the Division, within the Department of Maintenance Engineering, it will be in seniority order from the combined roster of the employees eligible for promotion and employees interested in transfer, unless failure to do so is supported by a skip memo.

3. Skip memos which purport to deny such transfers or promotions only on the grounds that the employee requesting the transfer or promotion is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.

4. Promotional skip memos which do not relate to the competence (including ability and/or other qualifications) and/or the satisfactoriness of prior service of employees concerned will not be permitted. Only one promotional skip memo may be submitted to support the denial of each promotion to an employee, except that a skip memo may be amended to take into consideration

matters which were not known to the writer at the time the skip memo was submitted. The employee concerned shall be given a copy of each such skip memo and amendment at the time of submission thereof.

16.S. 5. If a position is filled by any other person, the most senior promotee shall be notified in writing of that fact and of the reason therefore, unless they have filed a written waiver of such notice.

16.T. Transfer of Non-Competitive Class Field Maintenance Employees

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time. All such requests shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated.

2. When a vacancy is to be filled in a position for which there is a transfer roster and no employee(s) eligible for promotion within the primary or secondary units, it will be in seniority order from such roster unless failure to do so is supported by a "skip memo".

3. When a vacancy is to be filled in a position for which there is both a transfer roster and employee(s) eligible for promotion from elsewhere within the Division, within the Department of Maintenance Engineering, it will be in seniority order from the combined roster of the employees eligible for promotion and employees interested in transfer, unless failure to do so is supported by a skip memo.

4. Skip memos which purport to deny such transfers or promotions only on the grounds that the employee requesting the transfer or promotion is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.

5. The name of each employee who transfers shall be removed from all transfer rosters for a period of one year; thereafter, it may be placed upon any transfer roster as provided in paragraph 1. above.

16.U. Transfer of Competitive Class Maintenance Employees

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time. All such requests shall be submitted to, and receipt

acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated.

16.U. 2. When a vacancy is to be filled in a position for which there is a transfer roster, it will be in seniority order, Thruway-wide, from such roster unless failure to do so is supported by a "skip memo". Skip memos which purport to deny such transfers only on the grounds that the employee requesting the transfer is too valuable to lose from their present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.

3. The name of each employee who transfers shall be removed from all transfer rosters for a period of one year; thereafter, it may be placed upon any transfer roster as provided in paragraph 1. above.

4. Where a vacancy is to be filled in a position for which there is a transfer roster, the eligible list shall not be utilized until the transfer roster has been exhausted by declinations or skip memos.

16.V. Tappan Zee Bridge Emergency Patrol

1. The Authority will continue a formalized training program including fire training for members of this Patrol and other employees who may be called upon to perform the functions of this Patrol.

2. The Authority will provide reflectorized vests for the work crew which can be worn for identification and safety purposes.

3. The Authority will provide fire fighting turnout gear consisting of boots, coats and helmets for each member of this Patrol.

4. So far as practicable and without interference with the proper conduct of Authority functions, Patrol Crew members will be permitted to swap days and shifts upon the approval of their supervisor and joint agreement by all crew members engaging in the swap. Such approval must be sought at least 48 hours prior to the proposed swap and the change in schedule shall not result in additional overtime for the Patrol Crew.

5. When an employee is assigned to be the crew chief, such employee shall receive out-of-title pay at the salary grade 10 level provided that there is no other supervisor assigned to the Wrecker Crew during that time period.

6. The Authority agrees to revise the present Tappan Zee Bridge Wrecker Crew schedule to provide for equitable distribution of weekends

off and equitable distribution of overtime opportunities. This revision shall not result in additional overtime as compared to the present Tappan Zee Bridge Wrecker Crew schedule. This revised schedule shall be implemented no later than 60 days after the signing of this Agreement.

16.W. High Level Premium Pay - For Field Maintenance Employees

All field maintenance employees at Grade 12 and below when required to work at heights of 25 feet or more shall receive $.30 per hour premium pay. This premium pay will be made for the period of the entire assignment.

Effective the date of this Agreement, such field maintenance employees will also receive an additional $.30 per hour premium pay for work above 25 feet on the following Bridges:

Tappan Zee
Kaaterskill
Catskill
Castleton-on-Hudson
Normanskill
Walnut Creek
Route 52 (East And Westbound)
Delaware and Neversink Rivers (East and Westbound)
Silver Creek
18 Mile Creek
Big Sister Creek
North Grand Island
South Grand Island
Byram River
Brewster Viaduct (East and Westbound)

For purposes of this Section, heights shall be determined from the bridge deck for work on or above a bridge deck. All other heights shall be determined from the ground or water level directly below the employee.

These additional monies will not be considered as part of salaries for overtime purposes or upon promotion.

16.X. Code "14"

If a maintenance employee is required to work more than 16 consecutive hours, the employee shall have the right to an eight hour rest period which will be charged to sick leave under a special code ("14"). The use of code "14" will not adversely affect the employee's bonus sick day pay if the employee meets the other qualifications for this pay.

16.Y. Toxic Materials

The Authority will develop a policy for those employees involved in the application of herbicides and/or the handling of toxic materials which will provide protection for employee lunches and give those employees the ability to wash up before eating.

16.Z. Special Work Crews

The parties agree to the establishment of special work crews for herbicide truck operation and rock slope reconditioning on a Thruway-wide basis. Members of these crews, while eligible for overtime opportunities when engaged in their primary function, will not adversely affect the overtime opportunities of employees in other work units. The parties are to continue to discuss and agree upon seniority, posting and other details prior to the implementation of

these crews.

16.AA. Training

1. Maintenance employees assigned to perform training for commercial driver's license, first aid and factory representative training for new equipment or Construction Equipment Operators (Heavy) who are assigned to train Construction Equipment Operators (Light) on heavy equipment will receive additional pay at the rate of $1.00 per hour for time spent training.

2. Incentive Training Program - Construction Equipment Operator (Light) ITP Grade 9

a. Effective April 12, 1989, the parties announced a three-year training program (300 hours per year) which is mandatory for all Construction Equipment Operators (Light) hired thereafter. For those Construction Equipment Operators (Light) hired prior to April 12, 1989, participation in the Incentive Training Program is optional.

b. The program provides:

(1) Trainees will be appointed at the Construction Equipment Operators (Light) Trainee I level.

After one and one-half years of mandatory training, they will be advanced to the Construction Equipment Operator (Light) Trainee 2 level.

After an additional one and one-half years of mandatory training, receiving a satisfactory supervisory evaluation and passing a performance test, they will be advanced to the journey level of Construction Equipment Operator (Light) ITP.

(2) Construction Equipment Operators (Light) Grade 8 hired prior to April 12, 1989 who did not pass the performance test can opt to take one and one-half years of training and thereafter be retested.

(3) If Construction Equipment Operators (Light) Grade 8 hired prior to April 12, 1989 elect not to participate in

the training or opt not to take the performance test, they will remain at Grade 8.

16.AA.2.b. (4) All Construction Equipment Operators (Light) Trainee hired after April 12, 1989 will be required to successfully complete their one year of probation and the three year training program to progress to a Construction Equipment Operator (Light) ITP. The probation period runs concurrently with the first year of the traineeship.

(5) A candidate meeting the minimum qualifications for appointment at the full title of Construction Equipment Operator (Light) Trainee I (6) will be appointed at that level and be required to take six months of training.

After the six months of training, the employee will be advanced to Trainee 2.

After an additional one and one-half years of mandatory training, receiving a satisfactory supervisory evaluation and passing a performance test, the candidate will be advanced to the journey level.

If such candidate fails to pass the performance test or to receive a satisfactory supervisory evaluation, the candidate will be separated from Authority employment.

(6) Appeals of unsatisfactory supervisory evaluations may be made to a Joint Authority and Teamsters Training Committee.

(7) Trainers

Employees selected as trainers will receive a $1.00 per hour premium pay when training for straight time and overtime hours.

Trainers and Trainees will receive overtime when training off the clock.

Trainers will be selected from the bargaining unit.

(8) Out-of-Title Pay

Trainees will not receive out-of-title pay until they have completed the traineeship.

Out-of-title pay will continue to be paid all present Construction Equipment Operators (Light) and Construction Equipment Operators (Light) Trainee hired prior to April 12, 1989 when assigned to supervise a work crew or perform the duties of a higher level position and when operating heavy equipment for which they previously have been determined qualified to operate.

16.AA.2.b. (9) If a Construction Equipment Operator (Light) Trainee hired after implementation of the training program refuses to participate in all aspects of the program, the trainee's employment will be terminated.

16.AA.3. Incentive Training Program - Bridge Repair Assistant ITP Grade 10

a. Effective April 18, 1989, the parties announced a three-year mandatory training program (300 hours per year) for all Bridge Repair Assistants and Bridge Repair Assistant Trainees hired thereafter.

b. The program provides:

(1) Trainees will be appointed at the Bridge Repair Assistants Trainee 1 level.

After one and one-half years, they will be advanced to the Trainee 2 level.

After another one and one-half years of mandatory training, receiving a satisfactory supervisory evaluation and passing a skills test, they will be advanced to the journey level.

(2) A candidate who meets the minimum qualifications for appointment to the full title of Bridge Repair Assistant Trainee 2 will be appointed at that level.

After taking one and one-half years of mandatory training,

receiving a satisfactory supervisory evaluation and passing the skills test, the employee will be advanced to the journey level.

16.AA. 3.b. (3) Appeals of unsatisfactory supervisory evaluations may be made to a Joint Authority and Teamsters Training Committee.

(4) A Bridge Repair Assistant Trainee must successfully complete the one year probation period and the required mandatory training to remain in Authority employ. The probation runs concurrently with the first year of the traineeship.

(5) If a Bridge Repair Assistant Grade 9 hired prior to April 18, 1989 does not pass the skills test, the employee may opt to take the one and one-half years of mandatory training and then be retested.

(6) If a Bridge Repair Assistant Grade 9 hired prior to April 18, 1989 elects not to participate in the training program or to take the skills test, the employee will remain a Bridge Repair Assistant Grade 9.

(7) Trainers

Employees selected as trainers will receive a $1.00 per hour premium pay when training for straight time and overtime hours.

Trainers and Trainees will receive overtime when training off the clock.

Trainers will be selected from the bargaining unit.

(8) Out-of-Title Pay

If a Bridge Repair Assistant Grade 9 is assigned to function as a crew leader, the Bridge Repair Assistant will continue to receive out-of-title pay for such assignments.

Bridge Repair Assistant Trainees will not receive out-of-title pay except for crew

leader assignments until they have satisfactorily completed the traineeship.

16.AA. 3.b. (9) If a Bridge Repair Assistant Trainee hired after April 18, 1989 refuses to participate in all aspects of the program, the trainee's employment will be terminated.

16.AA. 4. The joint Maintenance Training Committees will reconvene at the earliest possible date to review and propose solutions to problems such as testing dates for Highway ITP Trainees, documentation of Bridge Training and the transfer of ITP Trainees.

Should the Committees identify issues which cannot be resolved, such issues will be referred to the President of Teamsters Local 72 and the Authority's Director of Labor Relations for their action.

16.BB. THRUWAY MAINTENANCE WORKER

1. THRUWAY MAINTENANCE WORKERS WILL BE ASSIGNED TO A BRIDGE MAINTENANCE AND A HIGHWAY MAINTENANCE WORK UNIT. THRUWAY MAINTENANCE WORKERS WILL REPORT GENERALLY, BUT NOT NECESSARILY, ON A SEASONAL BASIS TO ONE OF THESE WORK UNITS AT THE AUTHORITY'S DISCRETION. WHEN ASSIGNMENT BETWEEN THE EMPLOYEE'S WORK UNITS REQUIRES A CHANGE IN REPORTING LOCATION OR A CHANGE IN SHIFT, EMPLOYEES WILL BE PROVIDED A TWO-WEEK NOTICE EXCEPT IN AN EMERGENCY OR WHERE SUCH NOTICE IS OPERATIONALLY IMPRACTICABLE. IN ADDITION, WHERE ASSIGNMENT BETWEEN THE EMPLOYEE'S WORK UNITS INVOLVES TRAVEL BEYOND A CONTIGUOUS HIGHWAY SECTION, SUCH ASSIGNMENT WILL BE MADE FIRST FROM VOLUNTEERS IN THE WORK UNIT ON A SENIORITY BASIS; AND SECOND, FROM AMONG SUCH EMPLOYEES ON THE BASIS OF REVERSE SENIORITY.

2. BRIDGE AND HIGHWAY ASSIGNMENTS WILL GENERALLY BE MADE TO GEOGRAPHICALLY PROXIMATE WORK UNITS, HOWEVER, EMPLOYEE REQUESTS FOR ASSIGNMENTS TO NON-GEOGRAPHICALLY PROXIMATE WORK UNITS MAY BE APPROVED BY THE AUTHORITY ON A CASE BY CASE BASIS.

3. SENIORITY FOR THRUWAY MAINTENANCE WORKER WILL BE DETERMINED PURSUANT TO ARTICLE 16.Q. HOWEVER, FOR THE PURPOSE OF DISTRIBUTION OF OVERTIME OPPORTUNITIES, TIME SPENT OUT OF A HIGHWAY UNIT IN A BRIDGE UNIT AND VICE VERSA SHALL BE TREATED AS A SEASONAL APPOINTMENT.

4. APPOINTMENT FROM A BRIDGE REPAIR ASSISTANT POSITION TO A MAINTENANCE WORKER SHALL BE DEEMED A PROMOTION.

16.BB. 5. THE PRIMARY PROMOTION UNIT FOR THRUWAY MAINTENANCE WORKER SHALL BE THE BRIDGE UNIT TO WHICH THE POSITION IS ASSIGNED FOR EMPLOYEES WHO WERE PERMANENTLY SERVING IN A BRIDGE MAINTENANCE WORK UNIT IMMEDIATELY PRIOR TO THEIR APPOINTMENT TO THRUWAY MAINTENANCE WORKER. THE PRIMARY PROMOTION UNIT FOR THRUWAY MAINTENANCE WORKER SHALL BE THE HIGHWAY MAINTENANCE WORK UNIT TO WHICH THE POSITION IS ASSIGNED FOR EMPLOYEES WHO WERE PERMANENTLY SERVING IN A HIGHWAY MAINTENANCE WORK UNIT IMMEDIATELY PRIOR TO THEIR APPOINTMENT TO THRUWAY MAINTENANCE WORKER. THOSE THRUWAY MAINTENANCE WORKERS WHO WERE NOT PERMANENTLY SERVING IN EITHER A BRIDGE MAINTENANCE WORK UNIT OR A HIGHWAY MAINTENANCE WORK UNIT IMMEDIATELY PRIOR TO THEIR APPOINTMENT TO THRUWAY MAINTENANCE WORKER SHALL HAVE THEIR PRIMARY PROMOTION UNIT IN EITHER THE DIVISION BRIDGE MAINTENANCE WORK UNIT TO WHICH THE POSITION IS ASSIGNED OR THE HIGHWAY SECTION MAINTENANCE WORK UNIT TO WHICH THE POSITION IS ASSIGNED AS DESIGNATED BY THE AUTHORITY AT THE TIME OF APPOINTMENT TO THE THRUWAY MAINTENANCE WORKER POSITION.

6. VACANCIES IN THRUWAY MAINTENANCE WORKER POSITIONS WILL BE FILLED PURSUANT TO ARTICLES 16.R., S. AND T. EXCEPT AS MODIFIED BY THIS MEMORANDUM OF UNDERSTANDING.

7. A THREE-YEAR THRUWAY MAINTENANCE WORKER TRAINEESHIP WILL BE ESTABLISHED AND VACANCIES IN THRUWAY MAINTENANCE WORKER POSITIONS WILL BE FILLED AT THE TRAINEE 1, TRAINEE 2, TRAINEE 3 OR JOURNEY LEVEL DEPENDING ON THE CANDIDATE'S QUALIFICATIONS. APPOINTMENTS WILL BE FIRST MADE AT THE JOURNEY LEVEL TO FULLY QUALIFIED CANDIDATES WHEREVER POSSIBLE.

8. THE JOINT AUTHORITY AND TEAMSTERS TRAINING COMMITTEE WILL BE CONVENED AS SOON AS POSSIBLE TO DISCUSS ELEMENTS OF A THRUWAY MAINTENANCE WORKER TRAINEESHIP.

9. THRUWAY MAINTENANCE WORKER TRAINEES WILL SERVE A PROBATIONARY PERIOD CONCURRENT WITH THEIR TRAINEESHIP.

10. AS CURRENT PERMANENT EMPLOYEES FILL THRUWAY MAINTENANCE WORKER POSITIONS, ADDITIONAL THRUWAY MAINTENANCE WORKER POSITIONS MAY BE ESTABLISHED AS VACANCIES ARE "MATCHED" WHICH MAY INCLUDE REASSIGNING A VACANCY TO WHERE IT IS NEEDED. IN SOME CASES WHERE MATCHES CAN'T BE MADE BUT THE AUTHORITY DETERMINES THAT A PERMANENT HIGHWAY SECTION EMPLOYEE IS NEEDED, A VACANCY WILL BE REFILLED AS A CEOL.

11. THRUWAY MAINTENANCE WORKER, CONSTRUCTION EQUIPMENT OPERATOR (LIGHT) AND BRIDGE REPAIR ASSISTANT WILL CONTINUE TO BE ELIGIBLE TO RECEIVE OUT-OF-TITLE PAY PURSUANT TO ARTICLE 16.N. OF THE UNIT I AGREEMENT. OUT-OF-TITLE

PAY WILL CONTINUE TO BE PAID FOR THOSE ASSIGNMENTS FOR WHICH IT IS CURRENTLY PAID; THAT IS, FOR OUT-OF-TITLE ASSIGNMENTS TO OPERATE HEAVY EQUIPMENT, FOR ASSIGNMENTS AS A "CREW LEADER" AS SUCH ASSIGNMENTS ARE CURRENTLY CONSTITUTED AND FOR ASSIGNMENTS AS A BRIDGE REPAIR MECHANIC, CONSTRUCTION EQUIPMENT OPERATOR (HEAVY) OR MAINTENANCE SUPERVISOR I. NOTHING IN THIS AGREEMENT IS INTENDED TO CHANGE THE CURRENT CONDITIONS UNDER WHICH OUT-OF-TITLE ASSIGNMENTS ARE MADE OR FOR WHICH ASSIGNMENTS OUT-OF-TITLE PAY IS CURRENTLY RECEIVED.

16.BB. 12. UNLESS COVERED BY THIS MEMORANDUM OF UNDERSTANDING, OR AS SUBSEQUENTLY AGREED BY THE PARTIES, ALL TERMS AND CONDITIONS OF THE UNIT I AGREEMENT REMAIN IN FORCE AND APPLICABLE TO THRUWAY MAINTENANCE WORKER AS THOSE TERMS AND CONDITIONS APPEAR IN THE COLLECTIVE BARGAINING AGREEMENT.

13. WHERE A CHANGE IN SHIFT IS ASSIGNED BY THE AUTHORITY, A MINIMUM OF A TWO-WEEK NOTICE SHALL BE PROVIDED.

14. THE WORD "DIRECT" WILL BE INSERTED BETWEEN THE WORD "THE" AND "SUPERVISOR" IN THE FIRST SENTENCE OF THE THRUWAY MAINTENANCE WORKER DUTY DESCRIPTION SO THAT IT WILL READ:

"UNDER THE <u>DIRECT</u> SUPERVISION OF . . . ."

16.CC. CONSTRUCTION EQUIPMENT OPERATOR (HEAVY)

1. THE AUTHORITY WILL PERMANENTLY FILL A SUFFICIENT NUMBER OF CONSTRUCTION EQUIPMENT OPERATOR (HEAVY) POSITIONS TO PROVIDE AT LEAST THREE CEOH'S PER HIGHWAY MAINTENANCE SECTION.

2. CEOH'S APPOINTED AFTER THE DATE OF THIS AGREEMENT SHALL BE ASSIGNED SO AS TO PROVIDE AT LEAST ONE CEOH PER SHIFT DURING WINTER MAINTENANCE SHIFTS. SUCH SHIFTS SHALL FIRST BE FILLED ON A VOLUNTARY BASIS IN SENIORITY ORDER AND SECOND IN A REVERSE ORDER OF SENIORITY ON A NON-VOLUNTARY BASIS.

3. IF THE NUMBER OF PERMANENTLY FILLED CEOH ITEMS IS REDUCED TO FEWER THAN THREE IN A HIGHWAY MAINTENANCE SECTION, ASSIGNMENT TO WINTER MAINTENANCE SHIFTS OF CEOH'S APPOINTED AFTER THE DATE OF THIS AGREEMENT SHALL ONLY BE PURSUANT TO ARTICLES 16.I. AND J. UNTIL SUCH TIME AS THE NUMBER OF PERMANENTLY FILLED CEOH ITEMS IS RESTORED TO THREE OR MORE IN THE HIGHWAY MAINTENANCE SECTION.

4. ARTICLE 16.R.4. SHALL BE AMENDED AS FOLLOWS:

VACANCIES OCCURRING IN CONSTRUCTION EQUIPMENT OPERATOR (HEAVY) POSITIONS WILL BE FILLED FROM AMONG QUALIFIED CANDIDATES WHO HAVE HAD SERVICE WITH THE AUTHORITY IN CONSTRUCTION EQUIPMENT OPERATOR (LIGHT) OR *<u>THRUWAY</u>*

MAINTENANCE WORKER POSITIONS UNLESS NEITHER THE PRIMARY NOR SECONDARY PROMOTION UNIT PRODUCES SUCH QUALIFIED CANDIDATES, IN WHICH CASE RECRUITMENT FOR THESE POSITIONS WILL BE CONDUCTED IN ACCORDANCE WITH THE "JOB VACANCY POSTING POLICY FOR NON-COMPETITIVE CLASS POSITIONS" AS PROVIDED IN POLICY 25-2-21, WHICH WILL BE AMENDED TO PROVIDE AN EIGHT DAY POSTING PROCEDURE FOR EVERY VACANCY IN PRIMARY UNITS AND SECONDARY UNITS, WHERE NECESSARY, AND TO PROVIDE FOR ACTUAL NOTICE TO EMPLOYEES ON LEAVE FROM SUCH UNITS.

ARTICLE 17
Toll Collection Employees

17.A. Applicability of Article

This Article applies to all full-time uniformed Toll personnel except as otherwise expressly provided herein.

17.B. Scheduling Time Off

The need for 24 hour coverage, seven days a week, makes it necessary to schedule days off, holiday time and other non-working periods of Toll Collectors at times and on days other than weekends, holiday dates and other conventional non-working dates and hours.

Since traffic is usually the heaviest on weekends and holidays, particularly during the summer months, days off will usually be on weekdays. Compensatory time for other purposes will be scheduled as set forth hereafter.

17.C. Work Schedules for Toll Collectors

The parties agree to implement a "Fixed Work Scheduling System" for the Authority's toll stations at New Rochelle, Yonkers, Tappan Zee Bridge, Spring Valley, Woodbury and Harriman. This shall be accomplished by a joint study committee composed of two Authority representatives and two Union representatives which shall study the individual toll stations to determine whether such fixed scheduling should be on a seniority basis or a rotational basis or a combination thereof. As each toll facility is studied and agreement is reached upon the type of scheduling to be implemented for that toll facility, it will be implemented as soon as possible thereafter. This study shall be completed by January 1, 1988. Such fixed schedules will incorporate the following:

1. All Toll Collectors will be assigned to duty in accordance with a work schedule covering a 28-day period. There will be 13 such schedules each year. Each such schedule will provide for not more than 19 scheduled workdays or shifts.

2. Compensatory time off for the 12 holidays specified in Article 12.A.1. Will be given to Toll Collectors by granting one additional day off in 12 of the 13 annual schedule periods.

3. Toll Collectors will receive seven checkout days in lieu of time required for performing

clerical duties in "checking-out" at the end of a shift. For a Toll Collector six of these seven checkout days may be taken in units of four hours or multiples thereof at the Toll Collector's discretion throughout the year. (See Article 17.S. for definitions of long-term and short-term leave and notice required for such leave.) Such checkout leave must be with the approval of the supervisor. These days are not cumulative and any days remaining unused by an employee on January 1 of each year will be canceled. However, if a Toll Collector takes all but two of the five personal leave and six check-out days during the period from mid-June to mid-August and thereafter is denied, or is unable because of Workers' Compensation Leave or sick leave which extends from December 1 to the first full payroll period in January to request, permission to take either one or both of the remaining days before the first full payroll period in January, such day or days shall be accumulated and added to the checkout days and/or personal leave, as the case may be, credited to the employee for the following year. Toll Collectors will also receive an additional 3.5 days pay per calendar year at straight time to compensate for the overtime aspects of the seven checkout days as outlined in the "Procedure for Making Payment of Check-Out and Change-Over Time."

In addition to the above payment for checkout time, Toll Collectors are eligible for 15 minutes pay at the employee's overtime rate for checkout purposes on each day when not scheduled to work and are subsequently called in for overtime.

17.C. 4. Toll Collectors in all sections will be scheduled to be off duty two weekends per schedule period. For Shift I employees, weekends will be Sunday and Monday.

5. The limit on the number of employees who may be on vacation each day contained in the Manual for Personnel of the Bureau of Toll Collection-Section I is hereby eliminated. The parties have eliminated the previous restriction on the number of vacation days an employee may take during the summer.

6. There shall be no variations beyond the two hour limit of the present I, II, IIB or III Shifts for the purposes of this Article.

7. When a Toll Collector is absent from duty for a long-term absence, the employee may not sign a schedule rebid until they have provided documentation that indicates their ability to return to full duty before the end of that signed for period. If the employee signs and subsequently fails to return to work two weeks before the next rebid posting, they will not be permitted to sign for another schedule until the rebidding period following the day

of actual return to work.

A copy of each toll schedule will be supplied to the Union Shop Steward the day prior to the time it is posted. Schedules may be modified only by joint agreement between the Toll Division Manager and the Chief Shop Steward. No joint approval is required if the error is an obvious contract violation or a typographical error.

17.D. Shift Assignments

1. The Authority agrees to post each work schedule three weeks in advance, except that such schedule may be amended by the Authority at any time during the first week of such posting if unforeseen circumstances (including by way of illustration but by no means limited to, political or other conventions, sporting events, fairs, festivals, centennial celebrations, dramatic events, beauty contests, concerts, closing of interchanges or construction) require such amendment. Otherwise, no shift changes shall be made following the posting of the schedule except upon the consent of the Monitors or Toll Collectors concerned. However, within the posted schedule only, Toll Collectors may, with the approval of their supervisor, make one shift change per calendar day. When such shift changes have occurred subsequent leave requests, other than for sick leave, which is supported by a doctor's certificate, will not be permitted for the shift in question. When such approval is withheld the supervisor will, at the employee's request, set forth the reasons therefore in writing. Cancellation of a shift change will not be considered a second change provided overtime has not been committed. All changes must be posted on the schedule at the station within 48 hours after the change has occurred. A shift change is any change made by a Toll Collector altering the posted schedule. This definition is not meant to include those changes made where a Toll Collector agrees to the request of the Authority or when a Toll Collector requests additional time off when time off has previously been approved for part of the scheduled shift.

2. The parties have marked copies of the work schedules for all Toll Stations with a red line; one copy is held by the Union, one by the Authority's Bureau of Labor Relations and one by the Authority's Bureau of Toll Collection.

3. Following the application of paragraph 2. above, permanent full-time Toll Collectors below the red line will be scheduled in reverse seniority order, first for I Shifts, then for III Shifts, then for IIB Shifts, then for II Shifts, except that they may be scheduled for II Shifts, where conditions permit training, for a period not to exceed 21 days. New permanent full-time Toll Collectors

who have been previously trained as seasonal or Part-Time Toll Collectors shall be scheduled for II Shifts for a period not to exceed 21 days. The Authority will schedule experienced seasonal Toll Collectors first for I Shifts, then for III Shifts, then for IIB Shifts, then for II Shifts. Inexperienced seasonal Toll Collectors shall be scheduled mostly for I and III Shifts except that they may be scheduled for II Shifts where conditions permit training for a period not to exceed 21 days.

Once a toll station adopts seniority scheduling, it cannot return to rotational scheduling.

17.D. 4. Following the application of paragraphs 2. and 3. above, the Authority will schedule all permanent full-time Toll Collectors above the red line to an equal share of the remaining II, IIB, III and I Shifts. This will be done in seniority order providing it does not violate the mandatory scheduling requirements contained in section C. above.

5. A transferring Toll Collector will be slotted in order of seniority above the red line when their is senior to any other Collector then above the red line at that station. A transferring Toll Collector will be slotted in order of seniority below the red line when they are not senior to any other Collector then above the red line at that station.

6. It is understood by the parties that Article 17.D. may have to be modified to accommodate the "Fixed Work Scheduling System" which is being implemented at all toll facilities as soon as possible.

17.E. Work Day

The normal workday or shift includes eight hours of duty, plus whatever time is required for "check-out" duties. Toll Collectors will be granted the equivalent of two fifteen-minute rest periods during each workday or shift and adequate time for lunch, subject to the following:

1. In those instances in which one Toll Collector is assigned to a shift, no formal relief period for rest and meal is required since adequate time for these purposes is available during the shift. Toll Collectors working a I shift alone will receive a premium of $.40 per hour if scheduled to work alone for five hours or more. When necessary for the reasons described therein, the lane may be closed down as provided in Toll Collection Directive 75-3.

2. In those instances in which more than one Toll Collector is assigned to a shift, they may take rest and meal periods at such times as mutually agreed to by themselves or as assigned by their supervisor, with due consideration of the necessity for performing

the work of the station without undue delay at any time, provided that, to the extent practicable, each Toll Collector will receive relief time during each shift.

17.E. 3. Toll Collectors are required to interrupt lunch or other relief periods to assist in the work of the station whenever necessary. Time permitted for lunch and rest periods is considered working time. Employees are not to leave the immediate area of their duty station during the tour of duty except when unforeseen circumstances, such as a major storm make it necessary for a Collector to leave their duty station at the request or with the approval of the supervisor to get necessary supplies.

17.F. Staffing of Toll Stations

The Authority agrees to post annually or when changes occur, at each toll station, the minimum staffing pattern for each schedule period for that station which will be in effect under normal circumstances and to send copies, for the toll stations in each Division, to the Teamster Chief Shop Steward for such Division. The parties also agree that such staffing patterns can be modified by the supervisor when, in the supervisor's judgment, conditions warrant it.

Upon advice from the Union, the Authority will review any particular problems raised with respect to staffing complements at any particular station(s).

The Authority agrees to review permanent vacancies as they occur and, when justified by traffic conditions, to fill these vacancies with full-time employees within a reasonable period of time.

The Director of Toll Collection and representative will meet with the Union representatives appointed for such purposes to review present minimum staffing to more realistically reflect what staffing is actually being assigned.

17.G. Assignments To Other Than Regularly Assigned Station

The parties agree that the assignment of Toll Collectors to work at toll stations other than the one to which they are regularly assigned will be made on a volunteer basis. The parties also agree that, in the event there are insufficient volunteers, Toll Collectors will be assigned, in order of least seniority, to the extent required to provide sufficient personnel for the work to be performed.

The Authority agrees to provide a mileage allowance at $.23 per mile, or transportation by an Authority vehicle, except where the employee's residence is closer to such temporarily assigned station than their regularly assigned station.

17.H. Motor Vehicle Operators (Courier)

1. Work Day - Work Week

Motor Vehicle Operators (Courier) work 7.5 hours per day, Monday through Friday. The work hours vary by individual.

17.H. 2. Uniforms and Allowances

Male employees in this title are uniformed the same as Toll Collectors and are issued the following items of clothing:

- A total of six pair of trousers and shorts (maximum two pair of shorts)
- A total of ten shirts (maximum two polo shirts, two turtlenecks)
- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority will provide each female Motor Vehicle Operator (Courier) with the following:

- A total of six pair of slacks, shorts and skirts (maximum two pair of shorts)
- A total of ten blouses (maximum two polo shirts, two turtlenecks)
- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority further agrees to replace such garments as needed, by reason of normal wear and tear, damage on the job or unanticipated shrinkage, and to pay a uniform cleaning allowance of $160 annually on January 31. All of the above garments are machine washable and cleaning them is the responsibility of the employee.

At the time of issue, normal uniform alterations will be made at Authority expense and subsequent alterations are to be at the expense of the employee. The Authority agrees that it will attempt to accommodate any Major size changes by substituting with more appropriate uniform sizes as available.

3. Safety Shoes

The Authority agrees to provide Motor Vehicle Operators (Courier) who have not previously received such safety equipment reimbursement for two pair of safety shoes which shall be black in color at the rate of $85 per pair AND $100 EFFECTIVE JULY 1, 2002.

4. Training New Couriers

The Authority agrees to pay couriers $1.00 per

hour training pay when assigned to train new Couriers.

17.I. Carbon Monoxide Testing

The Authority will perform carbon monoxide testing on a quarterly basis at New Rochelle, Yonkers, Spring Valley, Harriman, Williamsville, Lackawanna, Black Rock and City Line. The test results will be given to the Shop Steward. All other stations would be tested upon request within two weeks of the request.

17.J. Overtime

1. Time Allowance for Availability

At the time each schedule is posted, a Schedule of Availability for Toll Overtime shall be posted at each toll station, and shall remain up for at least 15 days. Toll Collectors shall continue to indicate their availability for overtime on such schedule as at present, except that they shall be permitted to indicate such availability on all pass days, including all shifts on the compensatory pass day they receive in lieu of an Employee Organizational Leave day.

The following instruction will be permanently posted on the Schedule of Availability for Overtime:

"Explanation: If you want to volunteer for overtime with this work group - sign your name at left and draw a horizontal line through dates for which you do not want to be considered for overtime. Indicate under each date for which you volunteer for overtime the shift or shifts during all and any part of which you wish to be considered willing to work. On your scheduled days off, you may use an 'A' to indicate your wish to be considered available for all and any part of all shifts on that date. On days that you are scheduled to work, you must designate the shift or shifts all and any part of which you are willing to work on an overtime basis.

Example: Toll Collector Sessamy signs his name at the left of the Schedule of Availability for Overtime and indicates his availability to work the I Shift from 11:00 p.m. to 7:00 a.m. on September 22, 1976. An overtime opportunity arises for the three hours between 4:00 a.m. and 7:00 a.m. at the end of that shift. Toll Collector Sessamy will be considered for that overtime opportunity."

Full-time toll employees have the option of signing for particular hours or shifts on the overtime availability list. Employees must sign up in four-hour block minimums and split shifts will not be permitted.

17.J. 2. Withdrawal of Availability

After the original of the Schedule of Availability has been removed from the toll station, Toll Collectors or Monitors may withdraw their availability for overtime work on one or more shifts by notifying their supervisor that they will not be available on the shift or shifts indicated. The Toll Collectors or Monitors must notify their supervisor at least 24 hours in advance of the shift entered on the Schedule of Availability by making an entry on the Unusual Occurrence Report (TA- 6310).

The supervisor may also be notified orally. The supervisor will note the withdrawal by placing an "X" or "shift withdrawn" over the shift or shifts indicated; if an "A" is indicated, an "X" will be placed over the "A" and any shift or shifts which the Collector or Monitor is still interested in working will be set forth.

3. Distribution of Overtime Opportunities

The Authority retains the right to select Toll Collectors to serve as Trainers and Authority Safety Committee representatives. In these types of situations, the employees will be treated as being on Employee Organizational Leave for overtime replacement and distribution of overtime purposes. In order to achieve a more equitable distribution of overtime opportunities, such overtime opportunities will be offered first in seniority order to Toll Collectors and Monitors as hereafter set forth. Any refusals of overtime opportunities of less than eight hours and working such opportunities up to an aggregate of less than eight hours shall not affect such seniority order. After working or being assigned to work one or more overtime opportunities aggregating eight or more hours, an employee shall be deemed junior to an employee who has not reached eight hours. Among employees who have worked or been assigned overtime opportunities of eight or more hours, overtime opportunities shall be offered in order to those who have worked or been assigned the least amount of overtime within each 56 day period referred to in paragraph J. 7. Refusal of a single overtime opportunity of eight or more hours shall, for these purposes, be deemed overtime worked.

4. Distribution of Toll Collector Overtime Opportunities

Toll Collector overtime opportunities, before being offered to any full-time temporary, part-time or seasonal Toll Collectors, will be offered in the following order to eligible personnel who have signed the Schedule of Availability:

'.J. 4. a. regular full-time Toll Collectors from the station on pass days;

b. other regular full-time Toll Collectors at the station;

c. regular full-time Monitors from the station on pass days;

d. other regular full-time Monitors at the station;

e. regular full-time Toll Collectors from other stations on pass days;

f. regular full-time Monitors from other stations on pass days.

5. Distribution of Monitor Overtime Opportunities

Monitor overtime opportunities, before being offered to any full-time temporary, part-time or seasonal Toll Collectors, will be offered in the following order to eligible personnel who have signed the Schedule of Availability:

a. regular full-time Monitors from the station on pass days;

b. other regular full-time Monitors at the station;

c. regular full-time Toll Collectors trained as Monitors from the station on pass days;

d. other regular full-time Toll Collectors trained as Monitors at the station;

e. regular full-time Monitors from other stations on pass days;

f. regular full-time Toll Collectors trained as Monitors from other stations on pass days.

6. Implementation of paragraphs 3. through 5. above shall be subject to the standard that except for emergency situations, Toll Collectors and Monitors may not work double shifts (any two work periods, each consisting of 16 or more continuous hours, separated by an off duty break of 16 or less hours), nor any triple shifts.

7. Equitable Distribution of Overtime Opportunities by Seniority

The supervisor will note the refusal of each overtime opportunity of eight hours or more, and the working of all overtime, on the Work Schedule by circling the amount of overtime worked or refused in ink. Following the expiration of the first posted Work Schedule

under this Agreement, all the overtime worked or deemed worked will be accumulated and carried forward to the next posted work schedule. Following completion of the next such schedule, the following posted schedule shall again be utilized in order of seniority so that each seniority list shall extend for a period of 56 days.

17.J. 8. Removal from Schedule of Availability

A supervisor will discuss with the employee a pattern of repeated instances of inability to contact the employee for overtime assignments. If, after discussion, the pattern continues, the supervisor, with the approval of the Toll Division Supervisor, may remove the employee's name from the Schedule of Availability for two schedule periods or until the current 56-day period expires.

9. Compensatory Overtime Opportunities

If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time.

10. Late Replacement Calls

Should a Toll Collector be called within one-half hour of the commencement of a scheduled shift to replace a permanent Toll Collector on an overtime basis, the Toll Collector will receive credit toward the overtime meal allowance if they report to work within 30 minutes after the shift begins.

11. Assigned Overtime

Should a Toll Collector be required by the supervisor to work a specific overtime period and subsequently be told by another supervisor to leave prior to working the entire specified period, the Toll Collector would be paid for that overtime to which they were first assigned.

12. Overtime - Restrictive Leave Status

A Toll Collector or Monitor who is on restrictive leave will not be called for overtime on any day on which the employee is off on sick leave other than family sick leave, funeral leave or visits to the doctor or dentist with acceptable proof of illness. Any violation of this paragraph by the Authority will result in the automatic payment of the lost overtime earnings to the employee.

17.K. Transfers

Transfers in the Bureau of Toll Collection will be administered in accordance with the "Policy and Procedure for Transfer (Geographical Reassignment) of Personnel in the Bureau of Toll Collection" contained in the Manual for Personnel of the Bureau of Toll Collection as amended in accordance with Article 17.N. The employee's prefiled request for transfer will be acknowledged in writing by the appropriate supervisor.

The parties agree to eliminate the present requirement that a permanent Toll Collector must serve six months at the location of original appointment before being eligible to transfer. It is understood that the employee's score on the Civil Service List for their title must be reachable in the location to which the employee wishes to transfer during this six-month period.

The parties agree that if an employee refused on one occasion in a six-month period a transfer to a location of choice, the employee's name will be removed from the transfer list for that location for a period of six months. If the employee is still interested in transfer to the location in question five months from the date of the prior refusal, the employee may resubmit their name at that time to the Division Toll Office and may transfer 28 days after that. An employee will be allowed 48 hours and no longer when responding to a transfer request.

17.L. Utilization of Regular Full-Time Toll Collectors

The parties agree that Toll Collectors who are absent due to short-term sick leave, personal leave, administrative leave or employee organizational leave will be replaced, when necessary, by regular full-time Toll Collectors. For the purposes of this Article, short-term sick leave shall mean five or fewer consecutive workdays.

17.M. Posting of Monitor Vacancies

Monitor vacancies will hereafter be posted at the station where the vacancy occurs. Such vacancies will be filled in accordance with seniority from among those interested employees at the station where the vacancy occurs, unless the failure to appoint such senior employee is supported by a "skip memo", subject to satisfactory completion of a 26 week probationary period.

The Authority will also post quarterly at toll stations where Monitors are assigned a sheet whereon Toll Collectors may indicate their desire to be trained as Monitors. Toll Collectors who have successfully completed their training as Monitors shall be eligible for overtime opportunities accorded to Toll Collectors trained as Monitors.

A Monitor is a Toll Collector who has been assigned the responsibility for the operation of one or more automatic toll lanes.

17.N. Seniority for Toll Collection Employees

Seniority for Toll Collectors shall be defined as length of continuous permanent service with the Authority except that for new Toll Collectors appointed permanently on

October 28, 1982 and thereafter, seniority for scheduling and vacation selection shall be determined by length of continuous permanent service as a Toll Collector.

The above seniority definition shall apply to Toll Collectors serving as Monitors prior to February 22, 1985. For Toll Collectors appointed, reappointed or reassigned to Monitor positions February 22, 1985 and thereafter continuous service as a Monitor will be used in determining seniority for scheduling purposes. Toll Collectors and Toll Collectors serving as Monitors shall bid on their work schedules according to seniority. Seniority for Monitors voluntarily returning to a Toll Collector position after March 6, 1991 will include all permanent service as a Toll Collector excluding time served as a Monitor. Monitors forced to return to a Toll Collector position after March 6, 1991 will have all continuous permanent service counted as good service time.

An employee who has been reinstated following a termination or resignation shall have seniority from the date of such reinstatement for the purpose of shift selection, vacation request consideration, transfer (geographical reassignment), and for distribution of overtime opportunities.

All relevant documents, including the following procedures, will be deemed amended to conform with these definitions, which shall apply as hereafter set forth:

17.N. 1. For purposes of transfer in accordance with the "Policy and Procedure for Transfer (Geographical Reassignment) of Personnel in the Bureau of Toll Collection," as modified by Article 17.K.

2. For purposes of overtime as provided in Article 17.J.

3. For purposes of vacation as provided in the "Procedure for Granting Vacation to Uniformed Employees of the Bureau of Toll Collection", as modified by Article 17. C., except that vacation requests in day blocks of five and multiples thereof take precedence over a senior employee requesting lesser than these amounts; i.e., one to four days.

4. For purposes of shift assignment as provided in Article 17.D. 3., 4. and 5.

17.O. Stools

The Authority will provide stools for each tollbooth. Toll Collectors will be permitted to sit while collecting tolls provided service to patrons is not adversely affected.

17.P. Uniforms

The Authority agrees to provide each full-time male Toll Collector with the following:

- A total of six pair of trousers and shorts (maximum two pair of shorts)
- A total of ten shirts (maximum two polo shirts, two turtlenecks)

- Two sweaters
- One windbreaker
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority will provide each full-time female Toll Collector with the following:

- A total of six pair of slacks, shorts and skirts (maximum two pair of shorts)
- A total of ten blouses (maximum two polo shirts, two turtlenecks)
- One all-weather jacket
- One belt
- One knit hat
- Two ties

The Authority further agrees to replace such garments as needed, by reason of normal wear and tear, damage on the job or unanticipated shrinkage, and to pay a uniform cleaning allowance of $160 annually on January 31. All of the above garments are machine washable.

At the time of issue, normal uniform alterations will be made at Authority expense and subsequent alterations are to be at the expense of the employee. The Authority agrees that it will attempt to accommodate major size changes by substituting with more appropriate uniform sizes as available.

Toll Collectors will receive a shoe allowance of $80 effective January of 1996 and $85 effective January of 1997.

17.Q. Out-of-Title

A Toll Collector assigned to perform the duties of a higher level position shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title pay. Article 8.E.1.and 2. apply in determining employee's salary in out-of-title situations.

17.R. Toll Complaint Committee

The parties agree to the formation of a Toll Complaint Committee to review the written complaints of a Toll Collector who has appropriate accruals and who believes they have been wrongfully removed from the payroll by the supervisor.

If a Toll Collector desires to have the removal reviewed, such Toll Collector must submit a written request with supporting documentation to the Toll Division Manager with a copy to the Chief Shop Steward, within five work days of the receipt of notification of removal.

The Toll Division Manager shall within three work days review such complaint and make a determination. If the Toll Division Manager decides that the employee should not be

removed from the payroll, the Manager will make the necessary arrangements to cancel the removal and notify the employee. If the Toll Division Manager concurs with the removal, the Manager will forward the complaint to the Director of Labor Relations, who will attempt to settle it. If not settled within five workdays, it is considered by the full Committee. The Committee will within five workdays after receipt thereof, render a decision on the complaint. If the Committee agrees, such decision will be final and binding and not subject to further review. If there is a disagreement of the Committee, either party may request that it be pursued through the grievance procedure.

The Committee membership shall be:

Teamsters Local 72	Authority
President of Local	Director of Labor Relations
Designee of President	Director of Toll Collection

17.S. Long-Term - Short-Term Leave Definitions

Three or more consecutive shifts with or without regular days off charged to an accrual except sick leave is considered long-term leave. Forty-eight hours notice is required for such leave. Less than three consecutive shifts with or without regular days off charged to an accrual except sick leave is considered short-term leave. REQUESTS FOR SHORT-TERM LEAVE MAY BE SUBMITTED UP TO 28 DAYS PRIOR TO THE START OF THE 28-DAY SCHEDULE FOR WHICH THE LEAVE IS BEING REQUESTED.

17.T. Trainers

The Authority retains the right to select Toll Collectors to serve as trainers. Collectors designated by the Assistant Toll Division Manager as instructors will be paid an additional $1.00 per hour for all time spent in training Toll Collectors whether that time is in the toll booth or in the class room.

ARTICLE 18
Clerical Employees

This Article applies to full-time 37.5-hour clerical employees except where otherwise indicated.

18.A. Seniority

1. Seniority for full-time clerical employees shall be defined as length of continuous permanent service with the Authority. Such continuous service with the Authority shall apply for promotion and transfer. An employee who is terminated or resigns shall have seniority from the date of reinstatement for such purposes but shall retain all other earned benefits. Military leave, leaves of absence, Workers' Compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.

2. Seniority for half-time clerical employees shall be defined as length of continuous permanent service with the Authority. Half-time employees shall earn seniority at half time. If the half-time employee becomes a full-time employee, they will commence to earn full-time seniority plus whatever half-time seniority they carries with them.

3. Seniority is applicable for the selection of vacations.

18.B. Transfer

1. The Authority will, during January of each year, ask all employees interested in transfer to submit a written request indicating such interest. Any employee may also submit such a request at any other time subject to subparagraph 5. below. All such requests shall be submitted to, and receipt acknowledged in writing by, the Personnel Director, who will establish and maintain a transfer roster for each title and location in which such interest has been indicated. If an employee refuses a transfer to a particular office where the employee had previously indicated an interest, that employee's name will be removed from the transfer list for that office for one year. The employee's name will remain on the transfer list for other office for which the employee had indicated an interest. If a permanent clerical employee transfers to a temporary position, the employee can apply for subsequent permanent positions in the same title and office to which the employee transferred without regard to the one-year transfer restriction.

2. Where a vacancy is to be filled in a position which is newly created or reactivated, such vacancy shall be posted for a period of 14 days at the work locations of all other employees in the same title.

3. When a vacancy is to be filled in a position for which there is a transfer roster, it will be in seniority order, Thruway-wide, from such roster unless failure to do so is supported by a "skip memo". Skip memos which purport to deny such transfers only on the grounds that the employee requesting the transfer is too valuable to lose from such employee's present position, or that recruiting a replacement for such employee in that area will be difficult, will not be permitted.

4. Where a vacancy is to be filled in a position for which there is a transfer roster and an eligible list, the names of candidates from the transfer roster and eligible list will be interfiled into one listing. If the top eligible list candidate is from the Department in which the vacancy exists, then that candidate will be considered prior to the

consideration of the most senior transfer candidate. If this is not the case, then the most senior transfer candidate will be given first consideration, then the top eligible list candidate and alternate transfer and eligible list candidates to the extent permitted by law.

18.B. 5. The name of each employee who transfers shall be removed from all transfer rosters for a period of one year; thereafter, it may be placed upon any transfer roster as provided in paragraph 1. above.

6. Permanent vacancies will be filled as soon as practicable after selection is made.

7. The Authority is not obligated to consider or appoint transfer candidates to positions which will be vacant for six months or less (one year or less for temporary vacancies due to maternity leave).

8. A clerical employee who declines three transfer opportunities after interview will have their name removed from the transfer list for all clerical positions (except new positions) for one year from the date of the third declination.

18.C. Out-of-Title

WHERE A CLERICAL EMPLOYEE HAS BEEN ASSIGNED TO WORK IN A HIGHER-LEVEL POSITION FOR LESS THAN ONE DAY, THAT EMPLOYEE WILL BE PAID OUT-OF-TITLE WORK. THE DETERMINATION OF WHETHER AN ASSIGNMENT OF A CLERICAL EMPLOYEE CONSITUTES OUT-OF-TITLE WORK FOR LESS THAN A DAY SHALL BE MADE BY THE AUTHORITY AND WILL NOT BE SUBJECT TO REVIEW PURSUANT TO ARTICLE 14.

18.D. Toll Collectors Assigned Clerical Positions

No part-time, temporary, seasonal or permanent Toll Collector or employees in non-competitive positions shall routinely be assigned to work in a clerical position. This does not preclude such assignments which provide for vacation relief.

18.E. Mail Room Clothing and Allowance

1. All Mailroom employees shall receive either SIX long sleeve shirts or short sleeve shirts/blouses and SIX slacks annually. IN ADDITION, THEY WILL ALSO RECEIVE A WINTER JACKET SIMILAR TO THE JACKETS PROVIDED TO MAINTENANCE EMPLOYEES AND WILL BE ELIGIBLE FOR SAFETY SHOE REIMBURSEMENT AS PROVIDED IN ARTICLE 16.L.4.

2. The Authority agrees to pay a clothing cleaning allowance of $95 annually pursuant to the Work Clothing Allowance Policy Statement (25-3-01) of the Authority. A quarter of this allowance will be paid on January 31, April 30, July 31 and October 31 to those Mailroom employees issued such clothing.

3. THE AUTHORITY WILL PROVIDE TO EMPLOYEES WHO HAVE NOT PREVIOUSLY RECEIVED SUCH SAFETY EQUIPMENT AND WHOSE POSITIONS REQUIRE THAT THEY WEAR SUCH EQUIPMENT, REIMBURSEMENT FOR TWO PAIRS OF SAFETY SHOES. PURCHASES OF SAFETY SHOES WILL BE REIMBURSED UP TO $85.00. EFFECTIVE JULY 1, 2002, THE REIMBURSEMENT RATE WILL BE INCREASED TO $100.00.

THE AUTHORITY FURTHER AGREES UPON REQUEST OF THE EMPLOYEE TO REIMBURSE THE EMPLOYEE FOR THE REPLACEMENT FOR SUCH SAFETY SHOES FOR THESE EMPLOYEES AND THE EMPLOYEES WHO WERE PREVIOUSLY ISSUED SUCH SAFETY SHOES AT THE RATE SET FORTH ABOVE, WHEN REPLACEMENT IS MADE NECESSARY BY WEAR OR DAMAGE ON THE JOB.

THOSE EMPLOYEES WHO ARE PROVIDED OR REIMBURSED FOR SUCH EQUIPMENT SHALL MAKE FULL APPROPRIATE USE THEREOF.

18.F. Division Headquarters Smocks

Smocks will be provided for the use of Division Headquarters clerical personnel on occasions when they are assigned duties which require protective clothing.

ARTICLE 19
Radio Dispatching Employees

This Article applies to all full-time Radio Dispatchers.

19.A. Seniority

1. Seniority for Radio Dispatchers appointed prior to April 3, 1985 shall be defined as length of continuous permanent service with the Authority. Seniority for Radio Dispatchers appointed April 3, 1985 and thereafter shall be defined as length of continuous permanent service as a Radio Dispatcher. Seniority shall be the determining factor in the selection of shifts.

2. An Overtime Availability Schedule will be posted for a 28-day period in order of seniority. As a Radio Dispatcher works or personally refuses an overtime opportunity, their name will be placed at the bottom of the Overtime Availability Schedule.

   An overtime opportunity which would cause a Radio Dispatcher's name to move to the bottom of the Overtime Availability Sheet is defined as a total of eight hours of overtime which can consist of two four hour units.

3. Selection of vacation periods shall be in order of seniority as defined in this Article. Vacation requests of one week or multiples thereof shall take precedence over vacation requests of less than five days.

19.B. Scheduling

1. Assign pass days so that work blocks do not exceed five consecutive days. In the event it is impossible to avoid scheduling more than five consecutive days, the Shop Steward will be notified prior to posting of this schedule.

2. Except with respect to employees working steady I Shifts, employees returning from a vacation of five days or more, or a weekend off shall not be scheduled on Shift I.

3. There shall not be more than three single days off per schedule. The assignment of single days off shall be kept to an absolute minimum.

4. No more than two different shifts may be scheduled during a sequence of workdays.

5. Weekends are to be scheduled equally among Dispatchers.

6. Two pass days for Dispatchers will be scheduled preceding and following any vacation period of five days or more.

7. Schedules for Dispatchers will contain three weekends for every ten days vacation and four weekends for every fifteen days vacation.

8. Each work schedule for Dispatchers will be posted three weeks in advance. No shift changes will be made following the posting of the schedule without the consent of the Dispatchers involved.

9. Should a Radio Dispatcher be called within one-half hour of the commencement of a scheduled shift to replace a permanent Radio Dispatcher on an overtime basis, they will receive credit toward the overtime meal allowance if they report to work within 30 minutes after the shift begins.

10. The parties agree to implement on a trial basis the Radio Dispatching work schedule that has been agreed upon by the Ad Hoc Authority/Union Radio Dispatching Scheduling Committee. Such trial period will be until the schedule ending closest to June 30, 1991 and at each six month period will be reviewed by the Ad Hoc Committee to ensure that it is still acceptable to the parties.

    It is further agreed by the parties to waive any contractual provisions contained in Article 19 that may come into conflict with this agreed upon work schedule for the duration of this trial period.

19.C. Vacation and Personal Leave Requests

The Authority shall annually in March post for Radio Dispatcher vacations. The Authority agrees to

act upon Radio Dispatcher Personal Leave requests within 24 hours of the time the request is submitted.

19.D. Overtime and Rest Periods

1. Radio Dispatcher overtime shall first be offered to Radio Dispatchers except on those occasions when more than one Senior Radio Dispatcher is on the shift in which such overtime opportunity occurs. Overtime will continue to be offered in accordance with seniority, and only by working, being assigned to work, or personally refusing an overtime opportunity shall a Radio Dispatcher move to the bottom of the availability sheet.

2. If an error in the assignment of overtime occurs, the Authority shall have 21 calendar days from notice thereof to rectify the error by offering the employee another overtime opportunity. If it is unable to do so within such time, the Authority shall pay such employee for the lost time.

3. When required overtime is necessary, the overtime opportunity will first be offered to volunteers. When no volunteers are willing to work, the overtime will be assigned in reverse seniority order. The Authority will make every effort to limit a required overtime period to not more than four hours. Each time a Dispatcher is required to work overtime it will be counted as one chargeable required overtime period and the Dispatcher will not be required to work overtime again until the other Dispatchers on this shift on the day in which the required overtime occurs have worked an equal number of such overtime periods. Required overtime will be so rotated yearly July 1 to June 30.

4. Where practicable, Radio Dispatchers shall receive the equivalent of two fifteen minute rest periods and adequate time for a meal during each shift with due consideration of the necessity of performing the work of the Bureau of Communications; such time off is considered working time during which the employee may be required to interrupt to assist in the work of the Bureau whenever necessary. When the work activity permits, Radio Dispatchers are permitted to leave the dispatching area during their lunch break as long as they remain in the Administrative Headquarters Building and are reachable over the intercom.

19.E. Work Clothing and Allowance

The parties agree that those employees who received uniform clothing prior to April 4, 1996, shall instead receive a clothing/cleaning allowance of $110 annually. A quarter of this allowance will be paid on January 31 and April 30, July 31 and October 31 to those radio dispatchers meeting the above eligibility requirements.

19.F. Out-of-Title

A Radio Dispatcher assigned to perform the duties of a Senior Radio Dispatcher shall receive out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title. Article 8.E.1.and 2. apply in determining employee's salary in out-of-title situations.

19.G. Shop Steward Notification

The Radio Dispatching Shop Steward will be notified and present when possible when tapes are being played for disciplinary reasons.

19.H. Training Pay

Radio Dispatchers will receive training pay of $1.00 per hour when assigned to train new Dispatchers during their eight week training period.

ARTICLE 20
Administrative Headquarters Building Maintenance Employees

This Article applies to those full-time Administrative Headquarters Building Maintenance Employees in the following titles:

General Mechanic
Grounds Worker
Janitor
Cleaner

20.A. Seniority

1. Seniority for full-time employees covered by this article shall be defined as length of continuous permanent service with the Authority. Such continuous service with the Authority shall apply for promotion and transfer. An employee who is terminated or resigns shall have seniority from the date of reinstatement for such purposes but shall retain all other earned benefits. Military leave, leave of absence, workers' compensation, inability to work because of sickness or injury shall be considered continuous service with the Authority.

2. Seniority for half-time Cleaners shall be defined as length of continuous permanent service with the Authority. Half-time employees shall earn seniority at half-time. When the half-time employee becomes a full-time employee, the employee will commence to earn full-time seniority plus whatever half-time seniority carried by such employee.

3. Seniority is applicable for the selection of vacations.

20.B. Out-of-Title

An employee of the Administrative Headquarters Building Maintenance Unit who is assigned to perform the duties of a higher level position shall be eligible for out-of-title pay for each assignment of one consecutive hour or more from the first hour.

Non-consecutive fractions of an hour can never accumulate to make an hour's unit of out-of-title pay. Article 8.E.1. and 2. apply in determining employee's salary in out-of-title situations.

20.C. Overtime

Overtime will be rotated according to seniority among qualified employees taking into consideration the physical limitations of the employee.

20.D. Work Clothing and Allowance

1. The Authority agrees to provide two sets of summer and two sets of winter work clothing to all employees in the Administrative Headquarters Building Maintenance Unit presently eligible for work clothing. However, female Janitors and Cleaners will receive two blouses and two slacks and two smocks twice a year.

2. The Authority will pay a work clothing cleaning allowance of $110.00 annually to these employees, pursuant to the Work Clothing Allowance Policy Statement (25-3-01) of the Authority. A quarter of this allowance will be paid on January 31, April 30, July 31, and October 31. Half-time employees receive one half of the annual allowance.

20.D. 3. The Authority agrees to provide several raincoats or rain suits for use by the Administrative Headquarters Building Staff.

4. THE AUTHORITY WILL PROVIDE TO EMPLOYEES WHO HAVE NOT PREVIOUSLY RECEIVED SUCH SAFETY EQUIPMENT AND WHOSE POSITIONS REQUIRE THAT THEY WEAR SUCH EQUIPMENT, REIMBURSEMENT FOR TWO PAIRS OF SAFETY SHOES. PURCHASES OF SAFETY SHOES WILL BE REIMBURSED UP TO $85.00. EFFECTIVE JULY 1, 2002, THE REIMBURSEMENT RATE WILL BE INCREASED TO $100.00.

THE AUTHORITY FURTHER AGREES UPON REQUEST OF THE EMPLOYEE, TO REIMBURSE THE EMPLOYEE FOR THE REPLACEMENT FOR SUCH SAFETY SHOES FOR THESE EMPLOYEES AND THE EMPLOYEES WHO WERE PREVIOUSLY ISSUED SUCH SAFETY SHOES AT THE RATE SET FORTH ABOVE, WHEN REPLACEMENT IS MADE NECESSARY BY WEAR OR DAMAGE ON THE JOB.

THOSE EMPLOYEES WHO ARE PROVIDED OR REIMBURSED FOR SUCH EQUIPMENT SHALL MAKE FULL APPROPRIATE USE THEREOF.

20.E. Lockers

The Authority agrees to provide lockers in the Administrative Headquarters Building for Administrative Headquarters Building Maintenance Staff.

ARTICLE 21
Code of Fair Practices

21.A. Appointment, Assignment and Promotion of Authority Personnel

The Union and the Authority agree that they will admit to membership, appoint, assign and promote Authority personnel on the basis of merit and fitness, without regard to race, color, creed, national origin, sex or age and that they will bar from all membership and employment application forms any inquiry expressing any limitation or specification as to race, color, creed, national origin, sex or age, unless it relates to a bona fide occupational qualification, and has been approved by the State Division of Human Rights.

21.B. Union and Authority Action

In performing services for their members and the public, the Union and the Authority agree that they will not unlawfully discriminate because of race, color, creed, national origin, sex or age, nor will the Authority authorize or permit the use of Authority facilities in furtherance of discriminatory practices.

21.C. Training for Job Opportunities

All educational and vocational guidance programs and all apprenticeship and on-the-job training programs for the Authority will be conducted to encourage the fullest development of interests and aptitudes, without regard to race, color, creed, national origin, sex or age.

21.D. Union and Authority Forms

The Union and the Authority will avoid in forms or requests for information any item or inquiry expressing any limitation or specification as to race, color, creed, national origin, sex or age, unless the item or inquiry is expressly required by statute or is required in good faith for a proper purpose and prior notification of its use has been given to the State Division of Human Rights.

21.E. Cooperation with State Division of Human Rights

The Union and the Authority, in accordance with the provisions and intent of the State Constitution and the State's laws against discrimination, will cooperate fully with the State Division of Human Rights and comply with its requests and recommendations for effectuating the State's policy against discrimination.

21.F. Conduct by Union and Authority Representatives

The Union and the Authority will be ever mindful of the democratic heritage of the State which abhors any discrimination on the basis of race, color, creed, national origin, sex or age, and will take all necessary steps to effectuate the provisions and intent of this Article.

ARTICLE 22
Counsel Costs

When an employee is required to appear in any court for the purpose of testifying because of any accident the employee may have been involved in while in the Authority's service during working hours, such time will be considered as time worked and the employee will be paid accordingly.

The Authority shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded. This shall not apply to crimes or accidents involving gross or criminal negligence.

The Authority shall assume all responsibility for all court costs, legal fees and bail bond fees for any employee who is involved in any accident during working hours in the scope and course of the employee's employment and shall assume all responsibility for all judgments and awards against an employee who is involved in accidents during working hours and in the scope and course of the employee's employment, which result through court action against said employee. This shall not apply to crimes or accidents involving gross or criminal negligence.

ARTICLE 23
Limits of Agreement

The parties agree that this is the entire Agreement between the Authority and the Union and they acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement, in accordance with the provisions hereof.

ARTICLE 24
Statutory Limitations

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.

To the extent that this Agreement conflicts with any Authority practice, procedure, directive or policy, the provisions of this Agreement will be controlling.

The parties further agree that any portion of this Agreement which conflicts or comes into conflict with a statutory or other obligation of the Authority will be invalid, but all other portions will remain in effect.

FOR THE NEW YORK STATE THRUWAY AUTHORITY

JOHN R. PLATT
Executive Director

FOR LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LEONARD CORNACCHIA
President

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 7/1/99

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
5	8.97	9.67	10.49	11.30	12.23	13.00
6	9.42	10.14	10.98	11.85	12.73	13.66
7	9.82	10.58	11.43	12.29	13.29	14.22
8	10.29	11.07	11.96	12.83	13.79	14.84
9	10.78	11.61	12.51	13.41	14.43	15.61
10	11.31	12.17	13.11	14.04	15.13	16.27
11	11.87	12.78	13.74	14.71	15.85	17.01
12	12.41	13.36	14.37	15.40	16.58	17.74
13	13.03	14.02	15.09	16.11	17.38	18.49
14	13.68	14.71	15.79	16.84	18.25	19.33

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 7/1/99

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
4	17,471	18,803	20,269	21,734	23,395	25,039
5	18,186	19,575	21,075	22,576	24,327	26,012
6	19,089	20,547	22,082	23,617	25,412	27,237
7	19,956	21,480	23,059	24,638	26,561	28,442
8	20,891	22,488	24,103	25,717	27,678	29,741
9	21,963	23,641	25,330	27,021	29,041	31,332
10	23,030	24,788	26,596	28,403	30,530	32,798
11	24,175	26,021	27,918	29,811	32,082	34,353
12	25,335	27,270	29,272	31,274	33,634	35,943
13	26,614	28,647	30,749	32,849	35,186	37,285
14	27,941	30,074	32,353	34,632	37,203	39,537
15	29,245	31,481	34,017	36,554	38,908	41,900

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 7/1/00

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
5	9.24	9.96	10.80	11.64	12.59	13.39
6	9.71	10.44	11.31	12.20	13.11	14.07
7	10.11	10.90	11.78	12.66	13.69	14.65
8	10.60	11.40	12.32	13.22	14.21	15.29
9	11.11	11.96	12.89	13.81	14.86	16.08
10	11.65	12.54	13.51	14.46	15.58	16.76
11	12.22	13.17	14.15	15.15	16.33	17.52
12	12.78	13.76	14.80	15.86	17.08	18.27
13	13.42	14.44	15.54	16.59	17.90	19.04
14	14.09	15.15	16.26	17.35	18.80	19.91

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 7/1/00

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
4	17,995	19,367	20,877	22,386	24,097	25,790
5	18,731	20,162	21,707	23,253	25,056	26,792
6	19,662	21,164	22,745	24,325	26,175	28,054
7	20,555	22,124	23,750	25,377	27,357	29,296
8	21,518	23,163	24,826	26,489	28,509	30,633
9	22,622	24,350	26,090	27,832	29,912	32,272
10	23,721	25,532	27,393	29,255	31,446	33,782
11	24,900	26,802	28,756	30,706	33,045	35,383
12	26,095	28,088	30,150	32,212	34,643	37,021
13	27,413	29,507	31,671	33,834	36,241	38,404
14	28,779	30,976	33,324	35,671	38,319	40,723
15	30,122	32,425	35,037	37,650	40,075	43,157

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 7/1/01

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
5	9.52	10.26	11.12	11.99	12.97	13.79
6	10.00	10.75	11.65	12.57	13.51	14.49
7	10.41	11.22	12.13	13.04	14.10	15.09
8	10.92	11.75	12.69	13.62	14.63	15.75
9	11.44	12.32	13.28	14.23	15.31	16.57
10	12.00	12.92	13.91	14.89	16.05	17.27
11	12.59	13.56	14.58	15.60	16.82	18.04
12	13.17	14.17	15.24	16.34	17.59	18.82
13	13.82	14.87	16.01	17.09	18.43	19.61
14	14.51	15.60	16.75	17.87	19.36	20.51

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 7/1/01

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
4	18,535	19,948	21,504	23,058	24,820	26,564
5	19,293	20,767	22,358	23,950	25,808	27,596
6	20,252	21,799	23,427	25,055	26,960	28,896
7	21,172	22,788	24,463	26,138	28,178	30,175
8	22,164	23,858	25,571	27,283	29,364	31,552
9	23,300	25,080	26,872	28,667	30,809	33,240
10	24,432	26,298	28,215	30,133	32,390	34,796
11	25,647	27,606	29,618	31,627	34,036	36,445
12	26,878	28,931	31,054	33,178	35,682	38,132
13	28,235	30,392	32,621	34,849	37,329	39,556
14	29,642	31,905	34,324	36,741	39,468	41,944
15	31,026	33,398	36,088	38,780	41,278	44,452

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I HOURLY RATE SCHEDULE
EFFECTIVE THE PAYROLL PERIOD THAT INCLUDES 7/1/02

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
5	9.80	10.57	11.46	12.35	13.36	14.20
6	10.30	11.08	12.00	12.94	13.91	14.92
7	10.73	11.56	12.49	13.43	14.52	15.54
8	11.24	12.10	13.07	14.02	15.07	16.22
9	11.78	12.68	13.67	14.65	15.77	17.06
10	12.36	13.30	14.33	15.34	16.53	17.78
11	12.97	13.97	15.01	16.07	17.32	18.58
12	13.56	14.60	15.70	16.83	18.12	19.38
13	14.24	15.32	16.49	17.60	18.99	20.20
14	14.95	16.07	17.25	18.40	19.94	21.13

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
UNIT I ANNUAL SALARY SCHEDULE
EFFECTIVE THE PAY PERIOD THAT INCLUDES 7/1/02

Grade	Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5
4	19,091	20,546	22,149	23,749	25,565	27,361
5	19,872	21,390	23,029	24,669	26,582	28,424
6	20,859	22,453	24,130	25,807	27,769	29,763
7	21,807	23,471	25,197	26,922	29,023	31,080
8	22,829	24,573	26,338	28,102	30,245	32,499
9	23,999	25,833	27,679	29,527	31,734	34,237
10	25,165	27,086	29,062	31,037	33,361	35,840
11	26,417	28,434	30,507	32,576	35,057	37,538
12	27,684	29,799	31,986	34,174	36,752	39,276
13	29,082	31,304	33,600	35,895	38,449	40,742
14	30,532	32,863	35,353	37,843	40,652	43,203
15	31,957	34,400	37,171	39,943	42,516	45,786

SEE ARTICLE 8.D FOR ADVANCEMENT THROUGH SCHEDULE.

APPENDIX A
ADVANCE INCREMENT PROGRAM
SALARY SCHEDULE

Construction Equipment Operator (Light) 8C

	Maximum	First Additional Step*
Effective 7/1/99	16.19	16.94
Effective 7/1/00	16.68	17.43
Effective 7/1/01	17.18	17.93
Effective 7/1/02	17.69	18.44

Maintenance Assistant (Mechanic) 8M

	Maximum	First Additional Step*
Effective 7/1/99	16.96	17.71
Effective 7/1/00	17.47	18.22
Effective 7/1/01	18.00	18.75
Effective 7/1/02	18.54	19.29

* Awarded after completion of five years satisfactory service at the maximum.

APPENDIX A
NEW YORK STATE THRUWAY AUTHORITY
PARTIAL SERVICE AWARD PAYMENT SCHEDULE

Grade	Hourly Partial SAP Amounts	Annual Partial SAP Amounts
4	$.00	$ 866
5	.46	900
6	.48	942
7	.49	984
8	.51	1,029
9	.54	1,084
10	.56	1,135
11	.58	1,189
12	.61	1,244
13	.63	1,290
14	.67	1,369
15	.00	1,450

APPENDIX B

HOLIDAY SCHEDULING FOR TOLL EQUIPMENT MAINTENANCE AND SERVICE AREA MAINTENANCE FOR THOSE HOLIDAYS SET FORTH IN ARTICLE 12.A.1.

The following scheduling method should be used for Unit I Toll Equipment Maintenance and Service Area Maintenance employees when a holiday falls within the scheduling period:

1. Schedule employees four pass days so that no employee's pass day falls on the holiday;

2. On a rotating basis (with seniority as the guideline) schedule off those employees not needed on the holiday. The number of employees so scheduled would depend on work load and/or traffic volume.

Following are examples of this scheduling method:

EMPLOYEE A - Not scheduled to work holiday

THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED
10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17
X	X	R	R	H	R	R	R	R	R	X	X	R	R

In the above example, the employee did not work the holiday or any pass days, and, therefore, submitted the following cards:

9 R cards	-	72 hours
1 Holiday card	-	8 hours
TOTAL		80 hours

EMPLOYEE B - Scheduled to work holiday

THU	FRI	SAT	SUN	MON	TUES	WED	THU	FRI	SAT	SUN	MON	TUES	WED
10/4	10/5	10/6	10/7	10/8	10/9	10/10	10/11	10/12	10/13	10/14	10/15	10/16	10/17
X	X	R	R	R/H	R	R	R	R	R	X	X	R	R

Employee B worked the holiday. Therefore, the following cards would be submitted:

9 R cards	-	72 hours
1 Holiday card	-	8 hours
1 Overtime card	-	12 hours
8 hours (at time and one-half)		
TOTAL		92 hours

NOTE: In a schedule period during which there is a holiday, if an employee works the holiday or one pass day, the employee is compensated at the rate of time and one-half for the hours worked on these days, provided the employee has been in full pay status for the other days in the schedule. Full pay status means either working, use of accruals, or on other leave with full pay.

APPENDIX C

EXAMPLES OF THE APPLICATION OF ARTICLE 8.G.1. (NIGHT SHIFT DIFFERENTIAL)

A Radio Dispatcher, working a shift from 8:00 a.m. to 4:00 p.m., works two hours overtime from 4:00 p.m. to 6:00 p.m., is entitled to night shift differential pay for the two hours worked beyond their regular shift.

A Radio Dispatcher working a shift from 12:00 Midnight to 8:00 a.m. also works two hours overtime, to 10:00 a.m. The Dispatcher is entitled to night shift differential pay for the eight hours between 12:00 Midnight and 8:00 a.m., and not for the two hours between 8:00 a.m. and 10:00 a.m.

A Radio Dispatcher on a pass day is called in to work overtime for the last two hours of a "II Shift" and the first two hours of a "III Shift," from 2:00 p.m. to 6:00 p.m. The Dispatcher is entitled to night shift differential pay for the two hours worked between 4:00 p.m. and 6:00 p.m.

A Unit I employee has a regular work schedule, Monday through Friday, from 4:30 p.m. until 12:30 a.m. This is not a "shift," because no other Unit I employees work the preceding or following eight hour periods, but this work day includes more than four hours outside regular day shift hours, so the employee is entitled to night shift differential pay for the entire shift.

A Computer Operator regularly works from 4:00 p.m. until 12:00 Midnight. The Operator receives night shift differential pay for the entire shift. If Operators work overtime, until 1:00 a.m., they also receive night shift differential pay for that hour. If they work overtime, from 3:00 p.m. to 4:00 p.m., they do not receive night shift differential pay for that overtime hour.

APPENDIX D

DEFINITIONS

Full-Time Employee - is an employee assigned to a permanent or temporary full- time position which requires 80 or 75 hours of work per biweekly pay period; 19 days within 28 day period for Toll personnel and Radio Dispatchers.

Short-Term Temporary Employee - is a temporary employee without permanent status appointed for duration of less than 60 days. These employees are not covered by this Contract.

Seasonal Position - a position created for a specific Authority program related to climatic conditions. (Toll-May 15 to September 15; Maintenance- April 15 to November 15)

Seasonal Employee - is an employee appointed to a seasonal position, or who replaces an employee appointed to a seasonal position. A permanent employee who is appointed to a seasonal position remains a permanent employee. (Seasonal employees are not covered by this Contract nor the Attendance Rules For Employees Of The New York State Thruway Authority.)

Promotion - is the movement of an employee to a higher salary grade (excluding out-of-title assignments).

PART-TIME TOLL COLLECTOR

SUPPLEMENT TO THE JUNE 5, 2000 AGREEMENT

BETWEEN

THE New York STATE THRUWAY AUTHORITY

AND

LOCAL 72

NEW York STATE THRUWAY EMPLOYEES

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FOR NEGOTIATING UNIT I

The purpose of this Supplement is to present those employee rights and benefits accruing to Part-time Toll Collectors (PTTCS) as a result of labor negotiations that occurred in 1999-2000.

The Articles of the main Unit I Agreement that apply in whole or in part to PTTCS are enumerated below.

ARTICLE 1 - Statement of Joint Purpose

ARTICLE 2 - Recognition

ARTICLE 3 - Term of Agreement

The term of this Supplement will be from the date hereof to the close of business JUNE 30, 2002.

ARTICLE 4 - Payroll Deduction for Dues

The parties agree that a payroll deduction for Dues and Agency Shop Fees only will be made under this Article.

ARTICLE 5 - Employee Organization Rights

A. Chief Shop Stewards/Shop Stewards
B. Labor/Management Meetings
C. Information to Union Concerning Employees in this Negotiating Unit
D. Employees to be Furnished Copies of this Agreement
F. Leave With Pay for Negotiations and Prenegotiations

The parties agree to grant no more than 96 work hours of Employee Organizational Leave with Pay per Contract period to four PTTCS for prenegotiating meetings. Four PTTCS will also be granted Employee Organizational Leave with Pay to participate in Contract negotiations.

G. Use of Authority Facilities by the Union
H. Access by Authority Employees to Union Representatives
I. Agency Shop
J. Copy of Publications
K. Bulletin Boards

ARTICLE 6 - Management Responsibilities

ARTICLE 7 - Union Responsibilities

ARTICLE 8 - Salaries and Salary Benefits

8.A. SALARY

- EFFECTIVE JULY 1, 1999 THE SALARY WILL BE INCREASED TO:

  1. $ 8.84 FOR THE FIRST YEAR OF SERVICE
  2. $ 9.11 FOR THE SECOND YEAR OF SERVICE
  3. $ 9.47 FOR THE THIRD YEAR OF SERVICE
  4. $ 9.84 FOR THE FOURTH YEAR OF SERVICE
  5. $10.26 FOR THE FIFTH YEAR OF SERVICE

- EFFECTIVE JULY 1, 2000 THE SALARY WILL BE INCREASED TO:

  1. $ 9.10 FOR THE FIRST YEAR OF SERVICE
  2. $ 9.38 FOR THE SECOND YEAR OF SERVICE
  3. $ 9.75 FOR THE THIRD YEAR OF SERVICE
  4. $10.13 FOR THE FOURTH YEAR OF SERVICE
  5. $10.57 FOR THE FIFTH YEAR OF SERVICE

- EFFECTIVE JULY 1, 2001 THE SALARY WILL BE INCREASED TO:

  1. $ 9.38 FOR THE FIRST YEAR OF SERVICE
  2. $ 9.66 FOR THE SECOND YEAR OF SERVICE
  3. $10.04 FOR THE THIRD YEAR OF SERVICE
  4. $10.44 FOR THE FOURTH YEAR OF SERVICE
  5. $10.88 FOR THE FIFTH YEAR OF SERVICE

- EFFECTIVE JULY 1, 2002 THE SALARY WILL BE INCREASED TO:

  1. $ 9.66 FOR THE FIRST YEAR OF SERVICE
  2. $ 9.95 FOR THE SECOND YEAR OF SERVICE
  3. $10.34 FOR THE THIRD YEAR OF SERVICE
  4. $10.75 FOR THE FOURTH YEAR OF SERVICE
  5. $11.21 FOR THE FIFTH YEAR OF SERVICE

8.G. Night Shift Differential

1. PTTCS will receive a shift differential of $.40 per hour for each full hour of work between 3:00 p.m. and 11:00 p.m. and $.60 per hour for each full hour of work between 11:00 p.m. and 7:00 a.m.

2. The shift differential will be paid 16 days after the end of the pay period in which the night shift was worked.

3. The night shift differential will be considered to be part of salary for retirement purposes.

ARTICLE 9 - Retirement

A. Retirement Benefits for Authority Employees
C. Written Waiver
D. Deduction from Retirement Allowances for Union Dues

ARTICLE 10 - Insurances/Welfare Fund

A. Supplemental Benefit Payment

PTTCS who have worked *70* hours in a 28 day schedule will receive a Supplemental Benefit Payment from the Authority, in lieu of health insurance, welfare fund benefits and paid leave, of $120 per schedule for those employees with less than one year of Authority service, $130 per schedule for employees with one to two years of Authority service, and $140 per schedule for those PTTCS with more than two years of Authority service. These payments will be made for each 28-day schedule in which *70* hours have been worked.

The Authority will contribute $8.00 to a special fund for each supplemental benefit payment made. The payments will be used to establish a new disability insurance program for eligible PTTCS and will commence and continue upon submission to the Authority certification of the operation of such plan. UPON RECEIPT OF PROOF FROM TEAMSTERS LOCAL 72 OF AN INCREASED BENEFIT PLAN, THE AUTHORITY WILL INCREASE ITS CONTRIBUTION TO THE SPECIAL FUND FROM $8.00 TO $16.00 FOR EACH SUPPLEMENTAL BENEFIT PAYMENT MADE.

ARTICLE 11 - Work Day, Work Week and Overtime

A. Work Day and Work Week

PTTCS are scheduled to work on an as needed basis.

C. Meal Allowances for Overtime Work

D. Overtime Worked

The parties agree that PTTCS who work in excess of eight hours per day or 40 hours per week will be paid overtime at the rate of one and one-half times their hourly salary.

11.E. Alone I Shift Premium

PTTCS working a Shift I alone will receive a premium of $.40 per hour if scheduled to work alone on Shift I for five hours or more.

ARTICLE 12 - Leave With Pay

12.I. Workers' Compensation Leave With Pay

PTTCS will be eligible for whatever Workers' Compensation Benefits the law allows.

12.N. Military Leave

PTTCS will be eligible for whatever leave the law allows.

ARTICLE 13 - Employee Rights and Benefits

A. Health and Safety (1., 2., 4. AND 5. ONLY)
B. Toll-Free Travel

The parties agree that the Authority will provide toll-free travel from the interchange nearest the PTTC's residence to the PTTC's work location.

C. Class Specifications and Duty Statements of Positions
F. Parking Facilities
H. Reimbursement for Personal Property Damage
K. Personal History Folders

13.M. Shift One Salary Checks

Salary checks shall be sent in sufficient time that I Shift employees may receive such checks at the conclusion of their shift on Friday morning.

13.N. Overtime Checks

All overtime will be paid by check 16 days after the end of the pay period in which the overtime was worked.

ARTICLE 14 - Grievance Procedure

ARTICLE 15 - Discipline

Termination of PTTCS for just cause will be subject to the grievance procedure. Upon written request of the Union, all other disciplinary action will be reviewed by the President of Local 72 and the Authority's Director of Labor Relations or their designees within ten days of such proposed action. Should there be a disagreement between the President of Local 72 and the Authority's Director of Labor Relations as to the discipline to be imposed, they shall jointly submit the matter to an agreed upon neutral third party for a determination which shall be final and binding. The expense of such submission shall be shared equally by the Union and the Authority. The Authority will advise Teamsters Local 72 three days in advance of a termination of a PTTC.

ARTICLE 16 - Part-Time Toll Collection Employees

16. A. Equitable Distribution of Work Hours

1. PTTCS must designate which of the following areas for which they will be available for work. A PTTC in addition to a designated area may also indicate THEIR availability for work in one or more stations of another area.

New York Division

Area 1 - New Rochelle
Area 2 - Yonkers
Area 3 - Tappan Zee Bridge
Area 4 - Spring Valley
Area 5 - Woodbury/Harriman/
Newburgh/New Paltz

Albany Division

Area 1 - Stations 19 - 21
Area 2 - Berkshire Section,
Stations 21B - 22
Area 3 - Stations 23 - 25A
Area 4 - Stations 26 - 29

Syracuse Division

Area 1 - Stations 29A - 31
Area 2 - Stations 32 - 34
Area 3 - Stations 34A - 39
Area 4 - Stations 40 - 42
Area 5 - Stations 43 and 44

Buffalo Division

Area 1 - Stations 45 and 46
Area 2 - Stations 47 - 48A
Area 3 - Stations 48A - 50
Area 4 - Stations 55 - 58
Area 5 - Stations 58 - 61
Area 6 - Niagara Section

16.A. 2. PTTCS must indicate the same availability for all stations within their designated area.

3. PTTCS will be required to indicate their availability for work within their designated area and any other stations outside of their designated area for which they wish to make themselves available. Such availability will be submitted to the Toll Division Manager's office six weeks in advance of the first schedule to be worked under this system. PTTCS will be given two weeks in advance of the six-week deadline to indicate their availability. Such availability will be in effect for the following TWO schedules. After this TWO-schedule period, this process will again be followed.

NOTE: PTTCS will indicate their availability in the same fashion as full-time Toll Collectors do for overtime for all dates.

4. After receipt of such availability by the Toll Division Manager's office, PTTC work assignments then known INCLUDING TRAFFIC SHIFTS, REQUESTS FOR VACATION, CHECK-OUT AND LONG-TERM SICK LEAVE RECEIVED WITHIN SEVEN DAYS OF THE FULL-TIME WORK SCHEDULE POSTING will initially be assigned within the PTTC's designated area and other indicated stations in accordance with the PTTC's availability. Such assignments will be in seniority order.

FOR PRE-ASSIGNED SHIFTS, PART-TIME TOLL COLLECTORS WILL RECEIVE A PROPORTIONATE SHARE OF AVAILABLE SHIFTS BASED UPON THEIR AVAILABILITY. THIS WILL BE ACCOMPLISHED BY DETERMINING THEIR AVAILABLE HOURS PER 28-DAY SCHEDULE AND DIVIDING THAT BY 672 HOURS, WHICH IS THE TOTAL NUMBER OF AVAILABLE HOURS PER 28-DAYS SCHEDULE PERIOD. FOR EXAMPLE, A PART-TIME TOLL COLLECTOR AVAILABLE FROM 0700 TO 1500 ON SATURDAYS AND SUNDAYS (64 HOURS) PROPORTIONATE SHARE WOULD BE CALCULATED BY DIVIDING 64 HOURS BY 672 HOURS.

Thereafter, PTTC work which becomes available will be OFFERED TO PART-TIME TOLL COLLECTORS CONSISTENT WITH THEIR AVAILABILITY. SHOULD A PREASSIGNED SHIFT BE SUBSEQUENTLY CANCELED BY THE AUTHORITY, THE PTTC ASSIGNED TO THAT SHIFT WILL BE GIVEN FIRST OPPORTUNITY FOR SUBSEQUENT CALL-OUT WORK DURING THE REMAINING SCHEDULING PERIOD CONSISTENT WITH THEIR AVAILABLITY.

REFUSALS OF PART-TIME TOLL COLLECTOR WORK IS A BASIS FOR THE TERMINATION OF THE PART-TIME TOLL COLLECTOR'S EMPLOYMENT, PROVIDED SUCH PART-TIME TOLL COLLECTOR HAD INDICATED AVAILABILITY FOR SUCH WORK ASSIGNMENTS, HOWEVER, A PART-TIME TOLL COLLECTOR MAY CANCEL UP TO TWO SHIFTS PER 28 DAY SCHEDULE.

16.A. 5. Major changes in PTTC availability - for example: a move of a part-timer's residence, change in the work hours or location of another position which the part-timer holds, or an unusual change in the personal circumstances of a part-timer will be permitted. No other changes in availability will be permitted.

6. Seniority for the purposes of equitable distribution of PTTC work hours is defined as:

date of first appointment as a PTTC. Breaks of less than one year in PTTC service will not be counted as a break in service and such time will be counted as good service. Breaks of one year or more will be considered a break in

service and no prior PTTC service will be counted.

7. A joint Labor/Management Committee will be established to study and make recommendations regarding equitable distribution of:

- Preassigned and unscheduled work hours.
- Present supplemental payment work hour threshold.
- Scheduling for work hours in predetermined blocks.
- Ways to enable PTTCS to become eligible for participation in State Health Plans on a direct pay basis.

A report will be issued within six months of May 1, 1992.

16.B. Holidays

In addition to a PTTC's indication of availability for other holidays, PTTCS must be available for work on the six major holidays:

Memorial Day (Legal holiday)
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

All work performed on the above six holidays by a PTTC will be paid at time and one-half of their regular rate of pay. Holiday pay will be applied to the particular holiday and overtime pay will be applied to the previous day worked when working the holiday means the employee has exceeded 40 hours in the work week.

Each PTTC will be assigned to work a maximum of four of the six holidays (two summer and two winter). PTTCS will indicate their holiday preference, the assignment of such holiday work will be in an equitable manner over the life of the Contract to ensure that no PTTC is scheduled to work the same holiday each year.

It is understood that should traffic conditions warrant additional staffing on a specific holiday beyond that which has been scheduled, additional PTTCS may be assigned to work the specific holiday. Such assignments will be on a reverse seniority basis.

16.C. Posting of Schedules

The parties agree that the shifts assigned PTTCS are to be posted at each station for that station within a reasonable period of time.

16.D. Reassignment of PTTCS

The parties agree that PTTCS who report to an assigned work location to work and are then reassigned to another work location will be paid for all time spent traveling to the new work location plus a travel allowance of 23 cents per mile.

16.E. Uniforms

The parties agree that PTTCS averaging 80 hours of work in each 28-day schedule will be provided with four shirts, two pants, one sweater and one winter coat. The parties understand that women may request skirts and that short and long sleeve shirts are involved. All other PTTCS will be provided four shirts and one sweater.

16.F. Preference When Filling Full-Time Positions

The parties agree that the Authority will give preference in seniority order to those PTTCS who are reachable for appointment from the Civil Service List when filling full-time Toll Collector positions.

16.G. Cancellation of a Shift

The parties agree that if a PTTC shift or assignment is canceled, the Authority will attempt to notify the employee at least 24 hours in advance of the cancellation. In addition, if the employee reports to work on any assigned workday and that work is subsequently canceled, the PTTC will be assigned duty for four hours and paid for such time.

16.H. Replacing a Full-Time Employee

The parties agree that when a PTTC is replacing a full-time Toll Collector they will receive the same

lane assignment as the full-time Collector would have received.

16.I. Lockers

The parties agree that the Authority will install lockers for use by PTTCS in those toll utility buildings where space permits.

16.J. PTTC Check-out Pay

PTTCS are eligible for check-out pay according to the following schedule:

80 hours worked	Payin January 1993 and each January thereafter
11 TO 13 schedules	2 days
7 TO 10 schedules	1 day
3 TO 6 schedules	1/2 day

16.K. Shift Swapping

PTTCS may swap shifts between Toll Stations with supervisory approval. The schedule shift and workday must remain the same.

16.L. Job Abandonment

A six-month absence without authorization or twelve months with authorization shall be deemed as Job Abandonment by the PTTC.

ARTICLE 21 - Code of Fair Practices

A. Appointment, Assignment and Promotion of Authority Personnel
B. Union and Authority Action
C. Training for Job Opportunities
D. Union and Authority Forms
E. Cooperation with State Division of Human Rights
F. Conduct by Union and Authority Representatives

ARTICLE 22 - Counsel Costs

ARTICLE 23 - Limits of Agreement

ARTICLE 24 - Statutory Limitations

FOR THE NEW YORK STATE THRUWAY AUTHORITY

JOHN R. PLATT
Executive Director

FOR LOCAL 72, NEW YORK STATE THRUWAY EMPLOYEES
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LEONARD CORNACCHIA
President