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AGREEMENT

BETWEEN

NEW YORK STATE BRIDGE AUTHORITY

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

April 1, 2008 – March 31, 2012
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AGREEMENT made by and between the New York State Bridge Authority, herein after referred to as the “AUTHORITY” and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, hereinafter referred to as the “UNION” and/or “CSEA”.

Wherever the word State appears it is agreed that this shall mean the State of New York and/or the New York State Bridge Authority, whichever shall apply.
ARTICLE 1 - RECOGNITION

The AUTHORITY, pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes the UNION as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all employees of the AUTHORITY, excluding those employees classified as Managerial/Confidential currently in the following titles:

- Executive Director
- Deputy Executive Director
- Treasurer
- Director of Operations
- Director of Human Resources
- Chief Engineer
- Manager of Maintenance Programs
- Director of Public Relations
- Director of Administrative Services
- Manager of Bridge Operations
- Sr. Accountant
- Associate Accountant
- Supervising Computer Operator
- (2) Confidential Secretaries to the Executive Director
- Manager of IT
- Director of IT
- Security Coordinator
- Special Office Assistant
ARTICLE 2 - STATEMENT OF POLICY AND PURPOSE

2.1 Relationship

It is the policy of the AUTHORITY to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public employees the right of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 Purpose of Agreement

The AUTHORITY and the UNION now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others, the following:

A. To recognize the legitimate interests of the employees of the AUTHORITY to participate through collective negotiations in the determination of the terms and conditions of their employment.

B. To promote fair and reasonable working conditions.

C. To promote individual efficiency and service to the citizens of the State, and traveling public.

D. To avoid interruption or interference with the efficient operation of the AUTHORITY'S business.

E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

2.3 Definitions

As used in this agreement, the following definitions shall apply:

A. Collector(s) - Toll Collectors and Senior Toll Collectors assigned to bridge locations.

B. Maintenance Employees - Bridge Maintenance Foremen, Assistant Foremen, Laborers and Cleaners assigned to bridge locations.

C. Office Employees - All other employees in the bargaining unit.

D. Technical Services – Electronic Toll Maintenance Technicians

E. Class A Bridges - The Bear Mountain Bridge, the Kingston-Rhinecliff Bridge and the Rip Van Winkle Bridge.

F. Class B Bridges - The Newburgh-Beacon Bridge and the Mid- Hudson Bridge.

2.4 Responsibility

The AUTHORITY and the UNION agree that it is the responsibility of each employee to respect and protect the property and assets of the AUTHORITY and to prevent the waste of the AUTHORITY’s resources.
ARTICLE 3 - UNCHALLENGED REPRESENTATION

The AUTHORITY and the UNION agree, pursuant to Section 208 of the Civil Service Law, that the UNION shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.
ARTICLE 4 - EMPLOYEE ORGANIZATION RIGHTS

4.1 Exclusive Negotiations with the UNION

A. The AUTHORITY will not negotiate or meet with any other employee organization with reference to terms and conditions of employment of employees. When such organizations, whether organized by the employees or the employer, request meetings, they will be advised by the AUTHORITY to transmit their requests concerning terms and conditions of employment to CSEA and arrangements will be made by CSEA to fulfill its obligation as a collective negotiating agent to represent these employees and groups of employees.

B. It is understood and agreed by and between the parties that this provision establishes no precedent. Both parties agree to act in good faith and will review this provision prior to the expiration of this Agreement.

4.2 Payroll Deductions

The UNION shall have exclusive payroll deduction of membership dues and premiums for group insurance and mass-merchandized automobile and homeowners' insurance policies sponsored by CSEA and no other employee organization shall be accorded any such payroll deduction privilege.

4.3 Bulletin Boards

A. The AUTHORITY shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the UNION which shall be signed by the designated official of the UNION or its appropriate Local. There shall be no bulletin board space reserved exclusively for the use of any other employee organizations except employee organizations, which have been certified or recognized as the representative for collective negotiations of other AUTHORITY employees employed at such locations. No such material shall be posted which is profane or obscene, or defamatory of the AUTHORITY or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

B. The number and location of bulletin boards, as well as arrangement with reference to placing material thereon and removing material therefrom, shall be subject to mutual understandings at the Manager of Bridge Operations level subject to review by the Executive Director, provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the AUTHORITY which removal may be contested pursuant to the contract grievance procedure provided for herein.

4.4 Meeting and Balloting Space

A. Where there is appropriate, available meeting space in buildings owned or leased by the AUTHORITY, it shall be offered to the UNION, provided that (a) suitable space is not reasonably available elsewhere in the area, (b) the UNION agrees to reimburse the AUTHORITY for any additional expenses incurred in the furnishing of such space, and (c) request for use of such space is made in advance, pursuant to rules of the AUTHORITY.
B. The AUTHORITY agrees that, upon request, where appropriate space is available, the UNION shall be permitted to install either voting machines or ballot boxes for use during its triennial election of officers and board members.

4.5 Access to Employees

A. UNION representatives shall, on an exclusive basis, have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with the Executive Director or his designee. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than fifteen (15) minutes per employee per month, and shall not exceed an average of ten (10) percent per month of the employees at each bridge.

B. The Executive Director or his designee may make reasonable and appropriate arrangements with the UNION whereby it may advise employees of the additional availability of UNION representatives for consultation during non-working hours concerning UNION membership, services and programs.

4.6 Employee Organization Leave

Notice of leave shall be given verbally, or in writing, to the Executive Office at Headquarters and to the employee’s supervisor for all UNION time away from work as soon as the employee becomes aware of the need for this leave. Telephone notice to the Executive Office shall be to the AUTHORITY switchboard which now has telephone number 845-691-7245 which may be changed from time to time by the AUTHORITY.

A. CSEA delegates, AUTHORITY employee members of its Board of Directors required by CSEA by-laws at delegate meetings, Sergeant-at-Arms and assistants, members of its Resolutions, Social and Credentials committees shall be granted employee organization leave for two (2) delegate meetings per annum and travel time for such delegate meetings. Under special circumstances and upon advance request, additional employee organization leave for regional and Statewide CSEA meetings may be granted.

B. No more than two (2) UNION representatives shall be granted reasonable and necessary employee organization leave, including travel time, for the investigation of claimed grievances and the processing of grievances, pursuant to Article 30 of the Agreement.

C. Other representatives of CSEA shall be granted a reasonable amount of employee organization leave, including travel time if appropriate; to participate in mutually scheduled joint meetings of management and employees.

D. Travel time, as used in this Article, shall mean actual and necessary travel time, not to exceed four (4) hours each way.

E. Local officers and up to six (6) members of the negotiating committee shall be allowed three (3) days of time without charge to their record to attend three (3) meetings in preparation for the negotiations and additional time off without charge to their record to conduct contract negotiations.

F. The AUTHORITY agrees to give the UNION delegate time off to attend UNION meetings on any day the UNION delegate is scheduled to work. This will be done without charging the days involved to any leave credits of the delegate. In case the delegate is
attending a UNION meeting and his normal schedule includes days off during this time the AUTHORITY is not required to give the delegate compensatory days off.

G. The AUTHORITY agrees to allow the President of the Local to have access to employees in adjusting grievances or for the administration of the contract. The President shall have reasonable time off without charge against his time record for this purpose. Notice shall be given verbally or in writing to management in such manner as the President may be advised in writing and to the President’s supervisor for all time away from work as soon as the President becomes aware of the need for leave.

H. The total amount of Employee Organization Leave available under sub-paragraphs A and F of this paragraph (4.6) shall not exceed 80 hours in any contract year.

4.7 Vending Machines

During the term of this contract the Union shall have the sole right to maintain vending machines and to sell edible or drinkable products to employees at AUTHORITY facilities. All proceeds of such machines and sales shall be used for the general benefit of the employees and the UNION shall file with the Executive Director an annual summary of the transactions and accounts attributable to such sales at each facility. The installation of individual machines shall be subject to the discretion of the AUTHORITY.

4.8 UNION Picnic

The AUTHORITY agrees to allow a maximum of five (5) full-time employees up to eight (8) hours leave without charge to accruals to undertake UNION business in connection with the designated UNION picnic each year.

To the extent practical, consistent with the business needs of the AUTHORITY and the safe operation of its facilities, the AUTHORITY may allow other full-time employees up to four (4) hours leave without charge to accruals to attend the designated UNION picnic each year, PROVIDED THAT:

- Each employee making use of such leave actually attends the picnic; and
- Either (1) actually was scheduled to work at the time of the picnic and did work the remainder of the shift during which the leave was used, or (2) was scheduled to be using accrued Vacation Leave credits at the time of the picnic and had used accrued Vacation Leave credits to cover the full duration of his or her most recent prior scheduled shift.

No other consideration of any kind will be made to any employee in connection with attendance at the UNION picnic.
ARTICLE 5 - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the AUTHORITY are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the AUTHORITY; to determine the facilities, methods, means and number of personnel required for conduct of AUTHORITY programs; to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 6 - NO STRIKE

6.1 No Strike – Taylor Law

As provided for in Section 210 of the Public Employees Fair Employment Act, Article 14 of the New York State Civil Service Law (Taylor Law) - No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.

6.2 Picketing

During the process of negotiations (i.e., Negotiations, Impasse and Fact Finding) no AUTHORITY employee or member of the UNION shall engage in any picketing, demonstrating or informational meeting at the home or business of any member or former member of the AUTHORITY without the express approval of such member or former member.

ARTICLE 7 - EXISTING RIGHTS AND BENEFITS

The AUTHORITY will maintain all existing employee benefits and conditions of employment except as specifically noted in this Agreement or changed by Law. However, it is also agreed that the foregoing shall not apply to any condition of employment not otherwise provided for in this Agreement, which might be established by the AUTHORITY after the signing of this Agreement.
ARTICLE 8 - INSURANCE PROGRAMS

8.0 Applicability

The provisions of this Article shall apply only to full time employees of the AUTHORITY, retired full time employees, their spouses and dependents.

8.1 Hospitalization

The AUTHORITY shall continue to participate in the Health Insurance Program for New York State employees including the Empire (CSEA) Plan.

a) With respect to employees appointed to the AUTHORITY prior to April 1, 1994, the AUTHORITY will contribute as follows:

The AUTHORITY will contribute 90 percent of the cost of individual coverage and 90 percent of the cost of dependent coverage for those enrolled in the Empire Plan or, an amount not to exceed 90 percent of the cost of individual enrollment and 90 percent of the cost of dependent enrollment in an alternative Health Maintenance Organization approved by the Program, provided that such contribution does not exceed the contribution that would have been due if the employee selected Empire Plan enrollment.

b) For employees first appointed to the AUTHORITY on or after April 1, 1994 but prior to April 1, 2009, the AUTHORITY will contribute 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage for those enrolled in the Empire Plan or, an amount not to exceed 90 percent of the cost of individual enrollment and 75 percent of the cost of dependent enrollment in an alternative Health Maintenance Organization approved by the Program, provided that such contribution does not exceed the contribution that would have been due if the employee selected Empire Plan enrollment.

c) With respect to employees appointed to the AUTHORITY on or after April 1, 2009, the AUTHORITY will contribute as follows:

The AUTHORITY will contribute 75 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage for those enrolled in the Empire Plan or, an amount not to exceed 75 percent of the cost of individual enrollment and 75 percent of the cost of dependent enrollment in an alternative Health Maintenance Organization approved by the Program, provided that such contribution does not exceed the contribution that would have been due if the employee selected Empire Plan enrollment.

On and after April 1, 2005, the employee contributions will not exceed an amount greater than a 9.6% increase over the prior year’s contribution.

The AUTHORITY will maintain, for all employees, an Internal Revenue Service Flex 125 account.

8.2 Dental and Vision Care

The AUTHORITY shall make available to its employees, the CSEA Benefit Fund's Dutchess Dental Plan for family dental care and the Fund's Platinum 12 Vision Care Plan for family vision care.
The AUTHORITY shall contribute 100 percent of the cost of such insurance for employees first appointed to the AUTHORITY prior to April 1, 1994, and 75 percent of the cost of such insurance for employees first appointed on or after April 1, 1994.

A retiree who qualifies and wishes to participate in the AUTHORITY’s Dental and Vision Insurance Programs may do so, provided that he or she contributes one hundred percent (100%) of the cost of such program on a monthly basis, payable no later than the first day of each month of coverage. Failure to make such payment in a timely manner shall void the coverage and, once voided, coverage shall not be renewable for a period of six (6) months.

8.3 Health Insurance Transfers

The AUTHORITY agrees to provide a health insurance transfer period of three (3) months’ duration during the life of this Agreement. During said transfer period an enrolled employee subject to this Agreement may transfer from his/her present coverage option to any other coverage option for which he/she is eligible without regard to length of enrollment in his/her present coverage option, his/her age or any previous transfers.

8.4 Health Insurance Waiver

Any permanent employee who submits a notarized waiver of health insurance coverage otherwise provided under Article 8.1, on a form provided by the AUTHORITY which attests to the fact that the employee has obtained alternative health insurance coverage, shall be excluded from the coverage provided by this Article. In that event, such employee shall receive alternative compensation, based upon the number of employees in the program, as set forth in the chart below, payable annually in December.

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Compensation per Month</th>
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<tbody>
<tr>
<td>Up to 22 employees</td>
<td>$250.00</td>
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<td>23 to 25 employees</td>
<td>$275.00</td>
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<tr>
<td>26 to 28 employees</td>
<td>$300.00</td>
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<tr>
<td>Over 28 employees</td>
<td>$325.00</td>
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</tbody>
</table>

If, for any reason, an employee desires to revoke such a waiver and re-establish coverage under this Article, the AUTHORITY shall promptly transmit the request for AUTHORITY plan coverage to the plan or provider indicated by the employee and shall initiate such coverage as soon as the rules of the plan or provider permit.

Appendix (G) to this agreement describes in detail major benefits of the New York State Department of Civil Service regarding employees who have waived health insurance and now wish to enroll.

8.5 Retiree Health Insurance

Retired employees with ten or more years of active service shall be eligible to continue their health insurance coverage under the same terms and conditions that apply to retired employees of New York State, except that where the following provisions differ from the regulations, these provisions shall govern:

A. The AUTHORITY agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage provided under the Empire Plan.
B. The AUTHORITY agrees to pay 90 percent of the cost of individual coverage and 75 percent of the cost of dependent coverage of an alternative participating Health Maintenance Organization up to an amount that does not exceed that which would be paid under sub-paragraph (A), above.

C. Employees who are entitled to earn and accumulate sick leave credits may accumulate and use such credits to a total of 200 days to pay for health insurance in retirement. The total number of unused sick days which can be applied for service credit is 200.

8.6 Survivors' Health Insurance

Health insurance coverage will be provided under the following terms and conditions:

A. Continued health insurance coverage as described in paragraph 8.1 will be provided for the un-remarried spouse and other eligible dependents of employees who die in service and are eligible for the accidental death benefit or workers compensation benefits under the same conditions prescribed in Section 165(2) of the Civil Service Law.

B. (1) To the extent permitted by the regulations of the New York State Health Insurance Program, the un-remarried spouse and the otherwise eligible dependent children of an active employee who dies during the term of this contract and who was, at the date of death, vested in the N.Y.S. Employees Retirement System, shall be permitted to continue coverage in the State Health Insurance Program with payment at the contribution rate that was required of the employee for the same coverage at the time of his or her death.

(2) To the extent permitted by the provider, such un-remarried spouse and eligible dependents may also continue coverage in the AUTHORITY’s dental and vision insurance programs as if the deceased employee were alive.

(3) The AUTHORITY shall pay to the spouse or (in the absence of a spouse) the estate of such employee the then current dollar value of the deceased employee's accrued Sick Leave.

Paragraph 8.6(B) shall be deemed to have been agreed upon and to have become effective in its revised form August 1, 1995.

C. The un-remarried spouse and otherwise dependent children of an employee, who retires with ten or more years of active service and who subsequently dies, shall be permitted to continue coverage in the health insurance program with payment at the same contribution rates as required of active employees for the same coverage under paragraph 8.1.

For the purpose of this article, the term "ten or more years of active service" shall mean ten or more years as a full-time employee of New York State and or the Bridge Authority, no less than eight of which shall have been as a full time employee of the AUTHORITY.
ARTICLE 9 - SALARY AND SALARY ADMINISTRATION

9.1 Schedules

The AUTHORITY shall increase its salary schedules as follows:

Pay period including

-- April 1, 2008 Two and fifty hundredths percent (2.50%)
See Appendix A

-- April 1, 2009 Two and fifty hundredths percent (2.50%)
See Appendix B

-- April 1, 2010 Three and fifty hundredths percent (3.50%)
See Appendix C

-- April 1, 2011 Three and fifty hundredths percent (3.50%)
See Appendix D

9.2 Differentials

Differential payments shall be made in conformity with Appendix E.

9.3 Longevity

A. Each year the AUTHORITY shall pay qualified employees a longevity increment which shall be included in the calculation of the employees’ salaries for the purpose of Article 21, but which shall not be included in the calculation of the minimum increase due in the event of a promotion. Longevity shall be paid according to the following chart:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Increment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 – 9</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>10–14</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>15 – 19</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>20+</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

B. An employee will be qualified to receive longevity on the payroll including the first day of April following the completion of his or her years of service as listed in the above chart.

C. Once an employee has qualified for longevity, he or she will receive the increment indicated for his or her years of service as long as his or her full-time employment with the AUTHORITY shall continue.

9.4 Steps, Eligibilities

New full-time employees shall be paid at the Hiring Rate for their salary grade as indicated in the Appendices attached to this agreement.

Each employee shall progress one step forward through the advancement schedule for his or her salary grade on April 1st of each year, after each year of satisfactory service, until reaching
the Job Rate -- except that employees at the Hiring Rate will advance to Performance Advance Rate 1 on April 1st following the first anniversary of their employment.

During the first thirteen bi-weekly pay periods, employees will not be eligible to use personal leave, sick leave or vacation leave. At the end of thirteen bi-weekly pay periods of uninterrupted satisfactory service, the AUTHORITY will credit the employee's account with accrued personal leave, sick leave and vacation leave.

Eligibility for the insurance programs described in Article 8 shall be established on the first day of the calendar month following the completion of six months uninterrupted satisfactory service.

Eligibility to join the New York State Retirement System and CSEA will be immediate upon commencement of employment.
ARTICLE 10 – RETIREMENT

10.1 Retirement

The AUTHORITY agrees to provide to the employees of the AUTHORITY all of the benefits of the New York State Employees' Retirement system as provided by Chapter 283 of the Laws of 1972 and any retirement benefits which are altered by the Laws of subsequent years.

10.2 Survivors' Benefit

The AUTHORITY agrees to pay to the beneficiary(ies) designated by a retirement employee or to the retired employee's estate the amount of $6,500 as a survivors' benefit in the event such retired employee dies.

This benefit shall be due the survivors or the estates of employees who:

A. (1) Are members of the New York State Retirement System and apply for benefits offered by it, or

(2) Leave AUTHORITY service after attaining age sixty-two (62).

AND

B. Served the AUTHORITY full time for at least ten (10) of the last fifteen (15) years immediately prior to leaving or retiring from AUTHORITY service. AUTHORITY service includes only employment paid directly by the AUTHORITY.

10.3 Incentive to Separate from Service of the AUTHORITY

The AUTHORITY may offer employees in designated titles (at the sole discretion of the Executive Director) an incentive in return for their resignation and waiver of all Bridge Authority employment rights.

Such incentive, if and when offered, shall be limited to a specific number of persons. Eligibility shall include all persons in the titles affected and, in the event applicants exceed the number of positions specified, applicants shall be selected in descending order of seniority.

Incentives offered pursuant to this paragraph may be used by employees to facilitate separation, transfer to another agency, career change, or any other purpose, PROVIDED that no such incentive shall be available to an employee who is involved in a disciplinary investigation or the investigation of any incident involving the loss of an asset, personal injury or property damage.
ARTICLE 11 - HOLIDAY OBSERVANCE

A. The AUTHORITY recognizes the following major holidays:

- New Years Day, January 1st;
- Memorial Day, the last Monday in May;
- Independence Day, July 4th;
- Labor Day, the first Monday in September;
- Thanksgiving Day, the fourth Thursday in November; and
- Christmas Day, December 25th.

Bridge offices, headquarters and maintenance operations will be closed on major holidays. In the event a major holiday falls on Saturday, those divisions will be closed on the preceding Friday. In the event a major holiday falls on Sunday, those divisions will be closed on the following Monday. For all other purposes, however, the holiday shall be the day enumerated above. When a holiday is observed on a day other than the actual holiday, the AUTHORITY will pay holiday pay or award holiday leave only to the employees who worked on the actual holiday.

B. The AUTHORITY recognizes the following additional holidays:

- Martin Luther King, Jr.’s Birthday, the third Monday in January;
- Lincoln’s Birthday, February 12th;
- Washington’s Birthday, the third Monday in February;
- Columbus Day, the second Monday in October;
- Election Day, the first Tuesday after the first Monday in November; and
- Veterans Day, November 11th.

Unless the additional holiday falls on a Saturday or Sunday, all AUTHORITY facilities will function on the additional holidays as they would on normal business days.

C. Each full-time employee who works on any holiday will be compensated, in addition to his or her regular salary, with one hour of holiday pay or two hours of holiday leave time (at the employee’s option) for each hour actually worked.

D. Each full-time employee who is scheduled to work on any holiday but does not work, for any reason, shall be credited with one day of holiday leave and charged with one day of holiday leave.

E. Each full-time employee whose work schedule is such that the day being observed as a holiday would otherwise be a day off shall be credited with one day of holiday leave.
F. On or about October 1st of each year the AUTHORITY will reduce all accrued holiday leave time to zero and compensate each full-time employee (on or about November 1st) for the time he or she had accrued, at the then current hourly rate of compensation.

G. Hourly holiday pay shall be determined by multiplying each full-time employee's hourly rate of compensation by two (2). Each full-time employee's hourly rate of compensation shall be determined by dividing his or her annual salary (grade salary plus longevity increments, if any) by 2000.

H. An employee may use holiday leave and/or vacation leave for absences due to a death in the employee’s family, provided, however, that the combined holiday and vacation charges for all such absences shall not exceed a maximum of five (5) days in any one year.
ARTICLE 12 – VACATION

12.1 Transfers

Permanent full-time employees shall earn and accumulate vacation at the rates provided. Employees who transfer to the AUTHORITY from other State agencies shall be credited with their existing accumulated vacation time and shall accumulate time as though they had entered AUTHORITY service at the time they entered full-time State service.

12.2 Accruals

A. Employees, who enter AUTHORITY service shall upon completion of thirteen (13) bi-weekly pay periods of service, be credited with six and one-half (6-1/2) days vacation. Thereafter each such employee shall earn and accumulate vacation credits at the rate of one-half day per bi-weekly pay period until he has completed seven (7) years of continuous service. Thereafter each such employee shall earn and accumulate vacation credits at the rate of six (6) hours per bi-weekly pay period with four (4) hours added on the anniversary date for a total of 20 days per year. An employee shall not earn vacation credit for any bi-weekly pay period unless he is in full pay status for at least seven (7) work days during such bi-weekly pay period.

B. Continuous AUTHORITY service for the purpose of this Article shall mean uninterrupted AUTHORITY service, in pay status, as an employee. A leave of absence without pay or a resignation followed by reinstatement or re-employment in AUTHORITY service within one (1) year following such resignation, shall not constitute an interruption of continuous AUTHORITY service for the purposes of this Article; provided, however, that leave without pay for more than six (6) months or a period of more than six (6) months between resignation and reinstatement or reappointment, during which the employee is not in AUTHORITY service, shall not be counted in determining eligibility for additional vacation credits under this section.

12.3 Additional Credits

Employees who enter AUTHORITY service shall also earn and, upon completion of each full year of continuous service, be credited with additional vacation in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Additional Vacation Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 day</td>
</tr>
<tr>
<td>2</td>
<td>2 days</td>
</tr>
<tr>
<td>3</td>
<td>3 days</td>
</tr>
<tr>
<td>4</td>
<td>4 days</td>
</tr>
<tr>
<td>5</td>
<td>5 days</td>
</tr>
<tr>
<td>6</td>
<td>6 days</td>
</tr>
<tr>
<td>7</td>
<td>7 days</td>
</tr>
</tbody>
</table>

12.4 Vacation Use

The time at which vacation may be drawn by an employee shall be subject to the prior approval of the AUTHORITY.
12.5 Posting

The AUTHORITY will post a vacation schedule for maintenance employees at the same time it posts the vacation schedule for collectors. Maintenance employees will select their vacations under the same arrangement as the collectors except that only one maintenance employee per bridge can be off during the months of December, January, February and March. Senior toll collectors at Class “B” bridges shall select their vacations separately from the full-time toll collectors.

12.6 Additional Vacation Credit

A. The AUTHORITY agrees to grant employees having 20 or more years of continuous State service and who are entitled to earn and accumulate additional vacation credit as follows:

<table>
<thead>
<tr>
<th>Completed Years of Additional Continuous Service</th>
<th>Vacation Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 to 24</td>
<td>1 day</td>
</tr>
<tr>
<td>25 to 29</td>
<td>2 days</td>
</tr>
<tr>
<td>30 to 34</td>
<td>3 days</td>
</tr>
<tr>
<td>35 or more</td>
<td>4 days</td>
</tr>
</tbody>
</table>

B. An eligible employee shall receive additional vacation credit on the date on which he/she would normally be credited with additional vacation in accordance with the above schedule and shall thereafter be eligible for additional vacation credit upon the completion of each additional twelve (12) months of continuous AUTHORITY service.

C. Nothing contained herein shall be construed to provide for the granting of additional vacation retro-actively for periods of service prior to the effective date of this Agreement.

12.7 Vacation Use

Vacation credits may be used in such units of time as the appointing authority may approve, but the appointing authority shall not require that vacation credits be used in units greater than one-quarter hour. This provision shall not supersede any local arrangements which provide for liquidation in smaller units of time.

An employee may use holiday leave and/or vacation leave for absences due to a death in the employee’s family, provided, however, that the combined holiday and vacation charges for all such absences shall not exceed a maximum of five (5) days in any one year.

12.8 Vacation Credit Accumulation

Vacation credits may be accumulated up to fifty (50) days; provided, however, that in the event of death, retirement or separation from service, an employee compensated in cash for the accrued and unused accumulation may only be so compensated for a maximum of forty (40) days.
12.9 Vacation "Buy Back"

Prior to August 1 of each year of this Agreement, employees who have previously earned and accrued annual leave credits may elect to receive cash payment in lieu of the use of up to ten days (80 hours) of such annual leave credits. Cash payments for such annual leave credits will be made to the employee on or about November 1st of each year based on the rate of pay in effect at that time. To the extent possible by law and the regulations of the New York State Retirement System such payment will be part of income for retirement purposes.
ARTICLE 13 - SICK LEAVE

13.1 Definition

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

13.2 Accruals

Employees who enter AUTHORITY service shall, upon completion of thirteen (13) bi-weekly pay periods of service, be credited with six and one-half (6-1/2) days sick leave. Thereafter, each such employee shall earn sick leave credits at the rate of one-half day per bi-weekly pay period; provided, however, that an employee shall not earn sick leave credits for any bi-weekly pay period unless he/she is in full pay status for at least seven (7) work days during such bi-weekly pay period.

13.3 Procedure for Use

An employee absent on sick leave shall notify his/her supervisor of such absence and the reason therefore on the first day of such absence and within two hours after the beginning of his/her work day; provided, however, that where the work is such that a substitute may be required, the AUTHORITY may require earlier notification, but not more than two hours prior to the beginning of the employee's work day. Sick leave credits may be used in such units as the AUTHORITY may approve, but shall not be used in units less than one-half hour.

13.4 Proof of Illness

Before absence for personal illness may be charged against accumulated sick leave credits, the AUTHORITY may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the AUTHORITY, by a physician designated by the AUTHORITY. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the AUTHORITY finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action including termination of employment.

13.5 Return to Duty Certification

The AUTHORITY may require an employee who has been absent because of personal illness, prior to and as a condition of his/her return to duty, to be examined, at the expense of the AUTHORITY, by a physician designated by the AUTHORITY, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees.
13.6 Uses

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 shall not exceed a maximum of fifteen (15) days in any one year; personal visits to doctor or dentist.

13.7 Transfers

When an employee is transferred, his/her accumulated sick leave credits shall be transferred with him/her.

13.8 Bonus

In an effort to reduce the use of employee sick leave and to acknowledge the employees who do not use their sick leave accruals, the following "Sick Leave Bonus" Plan shall apply.

The Bonus for non-use of sick leave for each year of this contract shall be in accordance with the following schedule which will be computed immediately following the last pay period of the contract year and any bonus payments due will be paid prior to May 1st of that year.

"BONUS SCHEDULE"

<table>
<thead>
<tr>
<th>Sick Leave Duration</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 hours sick leave charged</td>
<td>$600.00 bonus</td>
</tr>
<tr>
<td>Greater than 0 up to 8 hours sick leave</td>
<td>$500.00 bonus</td>
</tr>
<tr>
<td>Greater than 8 up to 16 hours sick leave</td>
<td>$350.00 bonus</td>
</tr>
<tr>
<td>Greater than 16 up to 24 hours sick leave</td>
<td>$250.00 bonus</td>
</tr>
<tr>
<td>Over 24 hours sick leave charged</td>
<td>No Bonus</td>
</tr>
</tbody>
</table>

At the employee's option all sick leave credits in excess of one hundred eighty (180) days shall be paid in cash at the employee's then rate of pay or may continue to accumulate. Payments as may be due in this section are to be computed once a year following the last pay period of the contract year. An employee may not cash in more than thirteen (13) days of sick leave in any one year.

13.9 Payment Plan

As a further incentive to reduce the use of employee sick leave and acknowledge the employees who accumulate sick leave accruals, the following Accrued Sick Leave Payment Plan shall apply.

This plan shall be due to employees who:

1. Have served the AUTHORITY for at least five (5) years prior to leaving service.

2. Are leaving AUTHORITY service not applying for benefits as a retiree in the New York State Retirement System and not transferring sick leave accruals as a result of employment with another public entity.

3. Have not been terminated, for cause, by the AUTHORITY or are not involved in a disciplinary investigation or the investigation of any incident involving the loss of an asset, personal injury or property damage.
The accrued sick leave payment shall be computed as follows:

1. Upon termination, the employee's accrued sick leave hours shall be divided by the years of service (rounded to the nearest quarter year). This provides accrued sick leave hours on an annual basis.

2. The employee's salary in their first year and each year thereafter shall be divided by 2080 (52 weeks x 40 hours). This provides the hourly salary for that year.

3. The hourly salary for each year will then be multiplied by the annual accrued sick leave hours. This provides an annual sick leave value for each year of service.

4. The annual sick leave values for each year are then totaled. The employee will receive 50% of the total annual sick leave value. Employees separated from service due to a reduction in workforce will receive 100% of the total annual sick leave value.

**ARTICLE 14 - EXTENDED SICK LEAVE**

**14.1 Advancement**

The AUTHORITY may, in its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave and vacation credits. Such advanced sick leave credits shall be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding un-repaid sick leave credits advanced to any employee under the provisions of this Article shall not at any time exceed a total of five (5) days.

**14.2 Termination**

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

**ARTICLE 15 - SICK LEAVE AT HALF-PAY**

The AUTHORITY may, in its discretion, grant sick leave at half-pay for personal illness to a permanent employee having not less than one year of service after all of his/her sick leave and vacation credits have been used; provided, however, that cumulative total of all sick leave at half-pay hereafter granted to any employee during his/her AUTHORITY service shall not exceed one pay period for each complete six (6) months of his/her AUTHORITY service.
ARTICLE 16 - LEAVE FOR EXTRAORDINARY WEATHER CONDITIONS

16.1 Extraordinary Weather Conditions

The AUTHORITY may, in its discretion, grant employees time off with pay on account of excessive heat or other extraordinary weather conditions.

16.2 Time Charged

Such time off shall be charged against accumulated vacation credits or may, with the approval of the AUTHORITY, be allowed as personal leave.

ARTICLE 17 - PERSONAL LEAVE

17.1 Definition

Personal Leave is leave with pay for personal business including religious observance or death in the employees' family, without charge against accumulated vacation credits. Employees shall be entitled to personal leave not exceeding a total of five (5) days in a year, to be credited as follows:

Employees who enter AUTHORITY service shall, upon completion of thirteen (13) bi-weekly pay periods of service, be credited with five (5) days personal leave. Thereafter, each such employee shall be credited with five (5) days personal leave on the effective date of his/her appointment and thereafter, shall be credited with five (5) days personal leave each year on the anniversary of the effective day of his/her appointment.

17.2 Conversion

Personal leave shall not be cumulative, and any personal leave credit remaining unused by an employee on the date immediately preceding the anniversary date upon which he/she is entitled to receive new personal leave credits here-under shall be converted to sick leave on an hour for hour basis. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

17.3 Use

Personal leave may be drawn only at a time convenient to and approved in advance by the AUTHORITY; provided, however, that personal leave allowed for religious observance shall 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 government functions.

17.4 Prior Approval

The AUTHORITY shall not require an employee to give a reason as a condition for approving the use of personal leave credits, provided, however, that prior approval for the requested leave must be obtained, that the resulting absence will not interfere with the proper conduct of government functions, and that an employee who has exhausted his/her personal leave credits shall charge approved absences from work necessitated by personal business or religious observance to accumulated vacation.

When an employee can reasonably anticipate the necessity for personal leave, the request should be made in advance and in writing.
ARTICLE 18 - OTHER LEAVES

A. Except as otherwise provided for in this agreement, the following sections of the Attendance Rules and Regulations of the New York State Department of Civil Service as periodically amended shall be in effect in this contract:

Section 21.8 Workers’ Compensation Leave

Section 21.9 Leave for Subpoenaed Appearance and Jury Attendance

Section 21.10 Leave for Civil Service Examinations

Section 21.11 Leave for Quarantine

Section 21.12 Leave Required by Law

Section 21.13 Leave for Civil Defense Duties

Section 21.14 Retroactive Time Credits

Section 22.1 Maternity and Child Rearing Leave

Section 22.2 Leave of Absence; Duration

Section 22.3 Successive Leaves of Absence

Section 23.1 Payment for Accruals Upon Separation

Section 23.2 Payment for Accruals Upon Entry Into Armed Forces

Section 23.3 Payment for Overtime Accruals Upon Appointment, Promotion or Transfer

Section 24.1 Written Agreements Required for Transfer Leave Credits

Section 25.1 Emergency Required for Suspension of Rules

Section 26.1 To Whom Rules Apply

Section 26.2 Exceptions

B. The AUTHORITY has adopted the Absenteeism Policy which is annexed to this Agreement as Appendix I to be effective at any time on or after May 3, 2001. The Absenteeism Policy shall cover leaves under ARTICLES 12, 13, 14, 15, 16, 17, 18 and 40, and the Absenteeism Policy shall control in the event of any conflicts between the provisions contained in the ARTICLES set forth above, except that the Absenteeism Policy shall not apply to Section 13.8. The enforcement of the Absenteeism Policy shall not affect the bonus to be paid under Section 13.8.
ARTICLE 19 - WORKERS' COMPENSATION

19.1 Eligibility

A. Effective on the date of execution of this Agreement, employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law, shall be eligible for a Workers' Compensation Benefit as modified in this Article. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.

B. A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

19.2 Use

A. An employee who suffers a compensable occupational injury will be allowed to use up to three hundred (300) hours of sick, vacation or personal leave for all absences necessitated by such injury. Upon the use of three hundred (300) hours, or upon the depletion of the employee’s accrued time, if less than three hundred (300) hours or at the request of the employee, the employee shall be placed on leave of absence without pay for all absences necessitated by such injury and shall receive the benefit provided by the Workers' Compensation Law except as modified in this Article.

B. An employee necessarily absent for less than a full day in connection with a workers' compensation injury as defined in 19.1(b) due to therapy, a doctor's appointment, or other required continuing treatment, may charge accrued leave for said absences.

C. The AUTHORITY will make previously authorized payroll deductions for periods the employee is in pay status receiving salary sufficient to permit such deductions. The employee is responsible for making payment for any such deductions during periods of leave without pay, such as those provided in 19.2(a) above.

19.3 Waiting Period

An employee required to serve a waiting period pursuant to the Workers' Compensation Law shall have the option of using accrued leave credits or being placed on leave without pay. Where an employee charged credits and it is subsequently determined that no waiting period is required, the employee shall be entitled to restoration of credits charges proportional to the net monetary award credited to the AUTHORITY by the Workers' Compensation Board.

19.4 Restoration of Vacation Credits

When vacation credits are restored pursuant to this Article and such restoration causes the total vacation credits to exceed 50 days, a period of one year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to 50 days.
19.5 Treatment

An employee receiving Workers' Compensation payments for a period of disability found compensable by the Workers' Compensation Board shall be treated as though on the payroll for the length of the disability not to exceed twelve months per injury for the sole purposes of accruing seniority, continuous service, health insurance and Employee Benefit Fund contributions normally made by the AUTHORITY, accrual of vacation and sick leave, and personal leave.

19.6 Controvert Claims

A. Where an employee's Workers' Compensation claim is controverted by the AUTHORITY's insurance carrier upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.

B. If the employee's controverted or contested claim is decided in the employee's favor, any leave credits charged (and sick leave at half pay eligibility) shall be restored proportional to the net monetary award credited to the AUTHORITY by the Workers' Compensation Board.

C. If the employee was in leave without pay status pending determination of a controverted or contested claim, and the claim is decided in the employee's favor, the employee shall receive the benefits in Paragraph 19.5 for the period covered by the award not to exceed twelve months per injury.

D. Where a claim for Workers' Compensation is controverted or contested by the AUTHORITY's insurance carrier, the parties will abide by the determination of the Workers' Compensation Board.

19.7 Mandatory Alternate Duty

The parties agree to develop, as soon as possible, a mandatory alternate duty policy for employees who request or are directed to return to work after suffering an occupational injury or disease. The Mandatory Alternate Duty Policy will allow management to recall an employee to duty and will allow an eligible employee to request to return to duty subject to the eligibility criteria in the policy. The basic tenets of the Mandatory Alternate Duty Policy shall include, but not be limited, to the following:

A. An employee's level of disability must be classified as 50 percent or less disabled by the AUTHORITY'S insurance carrier.

B. Mandatory alternate duty assignments shall be based upon medical documentation satisfactory to management. Such satisfactory documentation must include prognosis of a return to the full duties of injured worker's original job within 45 calendar days from the date upon which the alternate duty assignment begins.

C. Management shall have the authority to make mandatory alternate duty assignments to tasks that can be performed by the employee not necessarily within their original job duties, title series, work schedule, work location or work week.
D. Mandatory alternate duty assignments shall be for a period up to 45 calendar days per injury. Such assignment may be extended at management's discretion not to exceed the term of the disability.

E. When an employee's mandatory alternate duty assignment expires or is terminated, such employee shall either be returned to full duty status or returned to being covered by the provisions of the Workers' Compensation statute.

F. If the above conditions are met and if management is not able to provide the eligible employee with such alternate duty assignment, that employee's compensation shall be adjusted to equal the employee's "100 percent disabled" statutory benefit for the period the employee qualified for an alternate duty assignment on medical documentation, described in 19.7(B) above, for up to 45 calendar days.

19.8 Administration

Unless otherwise modified by this contract or by written procedures of the AUTHORITY, the administration of this article will be governed by the relevant provisions of the New York State Attendance and Leave Manual.
ARTICLE 20 - LEAVE – PROBATIONARY EMPLOYEE

A permanent employee holding a position in the competitive labor or non-competitive class who accepts an appointment from an open competitive eligible list to a position within his/her own agency or in any New York State agency or authority shall be granted leave of absence from his/her former position for a period of his/her actual probation.

ARTICLE 21 – PAYROLL

Employees' salary payments will be made bi-weekly. Payments to permanent full-time employees will be made on the Thursday immediately following the end of each pay period. Payments to all other employees will be made on the second Thursday following the end of each pay period.

For the purpose of determining the bi-weekly salary payment due to each employee, the AUTHORITY will add the amount indicated in the appropriate Salary Grade Schedule (Appendix A, B, C or D) for each employee to the Longevity due, if any, and divide by 26. The calculation shall be deemed to have been made on the final day of each pay period at the rates in effect on that date. The salary will include, on a one week lag, earned differential pay.

When an employee is moved to a different grade or title, a letter will be provided within 10 days of the change explaining the calculation of the new salary and where the new salary falls in the current salary chart.

ARTICLE 22 - REIMBURSEMENT FOR PROPERTY DAMAGE

The AUTHORITY agrees to continue to provide for the uniform administration of the procedure for reimbursement to employees for personal property damage or destruction as provided for by subdivision 12 of Section 8 of the State Finance Law. The AUTHORITY and UNION shall bilaterally agree on any of the provisions for such administration. Such administration shall include uniform guidelines for administration including procedures for filing and recording of claims, required evidence and documentation, approval by the Director of Operations with an appeal to the Executive Director of the AUTHORITY. Allowances shall be based upon the reasonable value of the property involved and payment shall be made against a release. Payments of less than $25.00 shall be made out of petty cash funds.

ARTICLE 23 - ELIGIBLE LIST – STAYS

The procedure prescribed by the Department of Civil Service will be followed.

ARTICLE 24 - ALTERNATE EXAMINATION DATES

The procedure prescribed by the Department of Civil Service will be followed.
ARTICLE 25 - MAINTENANCE CAREER LADDERS

A. The AUTHORITY and the UNION agree upon the importance of a career ladder to encourage the development of a dedicated, experienced and skilled cadre of Maintenance Employees.

Newly hired Laborers shall be compensated at the hiring rate of salary grade 7.

After five (5) years as a full-time employee, during which he or she has received satisfactory or better ratings in his or her annual evaluations, a Laborer will be compensated at salary grade 8.

At each bridge there shall be at least one employee designated as the Bridge Maintenance Foreman (Class B Bridges) to be compensated at grade 13 and Bridge Maintenance Foreman (Class A Bridges) to be compensated at grade 11 and at least one employee designated as Assistant Bridge Maintenance Foreman (Class B Bridges) to be compensated at grade 11 and Assistant Bridge Maintenance Foreman (Class A Bridges) to be compensated at grade 9.

In the event that the AUTHORITY has appointed a Bridge Maintenance Foreman and an Assistant Foreman at any bridge in a manner consistent with this Article and either of those individuals is not a climber (eligible, capable and willing to access all locations on the bridge structure), the AUTHORITY shall have the right to designate another Assistant Foreman from among those laborers who are climbers without regard to the results of the test described in this Article.

The AUTHORITY shall no less frequently than once every three (3) years test all interested employees to establish a pool of qualified applicants for the Foreman and Assistant Foreman positions. Once such a pool is established, the AUTHORITY shall select, on an AUTHORITY-wide basis, the employees best suited for the positions as determined by the AUTHORITY, subject to the provision of Article 37. No employee shall be designated as a Bridge Maintenance Foreman or Assistant Foreman unless he or she has completed three (3) full years as a Maintenance Employee.

The Bridge Maintenance Foreman and Assistant Bridge Maintenance Foreman shall be responsible for the supervision and efficient performance of all Laborers at the facility to which they are assigned. The Foreman and Assistant Foreman shall also be directly responsible for the keeping of all records of maintenance activities as shall be required by the Manager of Maintenance Programs or the Chief Engineer, for the maintenance condition and safety of their bridge, support facilities and equipment, and for the competent performance of all automotive, electrical, carpentry, plumbing, painting, masonry and related maintenance work when performed by AUTHORITY employees.

A Laborer or Assistant Foreman may be required to do electrical, carpentry, plumbing, masonry, welding, oxyacetylene cutting or automotive mechanical work. A laborer or Assistant Foreman may be required to operate a backhoe used as an excavator or, if certified, operate an AUTHORITY marine vessel over twenty (20) feet in length. If the Laborer or Assistant Foreman performs such work, he or she shall be compensated for each hour worked with a Special Skills differential as set forth in Appendix E. For the purpose of such additional compensation, automotive work shall be interpreted to mean tasks requiring more skill or competence than general vehicle maintenance and shall not be interpreted to include tasks such as washing, fueling, tire changing, lubrication, fluid or light bulb replacement.
All other work presently performed by Laborers shall continue to be performed by Laborers for no additional compensation.

B. Bridge Maintenance Foremen shall not be eligible for the Hazardous Work Differential described in Paragraph 36.6 of this agreement. Instead, Foremen who annually qualify as climbers and who regularly climb the structural members of their bridges in the course of supervising maintenance shall receive a Foreman’s Hazardous Differential as determined in Appendix E payable in 26 equal bi-weekly installments. During the term of this agreement the bi-weekly installments will not be subject to the increases listed in 9.1 of this agreement. For the purpose of this paragraph, the term “regular” shall mean a pattern of recurring incidents at whatever intervals necessary to actually and directly maintain direction and quality control of all work being performed.
ARTICLE 26 - COPIES OF AGREEMENT

The AUTHORITY at its expense shall furnish the UNION with a sufficient number of copies for distribution to employees by the UNION. The AUTHORITY further agrees to provide each employee appointed with a copy of this Agreement within one (1) work week following his/her first day of work, or as soon as practicable after the copies become available.

ARTICLE 27 - AGENCY SHOP

The AUTHORITY agrees, in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the UNION, but who is represented by the UNION for the purpose of collective negotiations, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the CSEA, provided that the CSEA establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rata share of the expenditures by the UNION in aid of activities or causes only incidentally related to terms and conditions of employment.
ARTICLE 28 - DISCIPLINARY PROCEDURE

28.1 Coverage

This Article applies to all full-time (Competitive, Non-competitive and Labor Class) employees covered by this contract who have completed their probation period.

28.2 General Statement

Discipline shall include any action taken by the AUTHORITY against an employee which involves reprimands, fines of up to $100, suspensions, demotions and/or discharge from service. Discipline shall only be imposed when the AUTHORITY has just cause to do so. If the employee and the UNION dispute the just cause of the AUTHORITY’S actions or the severity of the penalty, the employee and UNION may grieve such actions through the following procedure:

28.3 Procedure

A. When disciplining an employee the AUTHORITY shall advise the UNION in writing that the employee has been disciplined and the extent of such discipline. The employee shall be advised at the time discipline is imposed and he/she has the right to have a UNION representative present at the disciplinary conference. Except in extreme circumstances an adjournment of the conference will be granted for up to a maximum of twenty-four (24) hours to enable the employee, if the employee so requests, to have a UNION representative present.

B. The employee and UNION shall have up to ten (10) working days to file a grievance, in writing, with the Deputy Executive Director or his designee concerning a disagreement they may have with disciplinary actions taken against the employee.

The Deputy Executive Director or his designee shall have ten (10) working days to establish a timely date for the hearing, but in no event shall the hearing date be set later than fifteen (15) working days after the receipt of the grievance. Within five (5) working days after the close of the hearing the Deputy Executive Director or his designee shall render a decision. If the decision is not acceptable to the employee and the UNION, or if the decision is not rendered, the employee and the UNION may file the grievance in writing within five (5) working days with the AUTHORITY’S Executive Director.

C. The Executive Director, or his designee, shall have ten (10) working days to establish a timely hearing date. In no event shall the date be set later than twenty (20) working days after the receipt of the grievance. The Executive Director, or designee, shall render a decision within five (5) working days after the close of the hearing.

D. If the UNION objects to the decision rendered in compliance with Paragraph C, or if no decision is rendered the UNION shall have thirty (30) working days to file a notice of arbitration with the Public Employment Relations Board (PERB).

1. Both Parties agree to follow the voluntary arbitration rules of PERB in the selection of an Arbitrator.

2. Prior to the arbitration hearing, the AUTHORITY will provide specification of the alleged misconduct of the employee. During the Arbitration hearing, the AUTHORITY will bear the responsibility of justifying the disciplinary action taken against the employee.
3. The Arbitrator may sustain, over-rule or modify the actions of the AUTHORITY, but in no circumstances shall the Arbitrator increase the punishment imposed by the AUTHORITY. Decisions of the Arbitrator shall be final and binding on all parties.

4. The parties shall bear equally the cost of the arbitration proceedings, except that each party shall bear the cost of preparing and presenting its own case.

28.4 Employee Rights

A. Employees covered by this article shall be entitled to UNION representation at each step of the disciplinary procedure, commencing at the time of questioning or investigation at which an employee appears to be a likely or potential target or subject for disciplinary action. This paragraph shall constitute written notice of that right to both the AUTHORITY and the employee.

Upon such request, the AUTHORITY shall have the obligation to provide a reasonable time for the employee to obtain such representation. The UNION shall have the obligation to provide such representation promptly.

B. No resignation will be accepted from any employee against whom charges are pending or who has been told that disciplinary action will be taken against him/her unless he/she has been informed at least twenty-four (24) hours in advance of his/her right to consult a representative of the UNION.

C. No employee shall be suspended without pay without having been given notice at least twenty-four (24) hours in advance of his/her right to consult a representative of the UNION unless the AUTHORITY determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations.

D. After discipline has been taken an employee shall not be required by the employer to submit to interrogation unless he/she is afforded the opportunity of having a UNION representative present.

E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages and working conditions as a result of the exercise of his/her rights under this Article.

F. No recording device of any kind shall be used during an interrogation of an employee unless the employee is made aware of the fact prior to the interrogation.
ARTICLE 29 - PROTECTION OF EMPLOYEES

29.1 Job Status

There shall be no loss of present jobs by permanent employees as a result of the AUTHORITY’S exercise of its rights to contract out for goods and services.

29.2 Salaries

No permanent employee will suffer reduction in existing salary as a result of reclassification or reallocation of the position he/she holds by permanent appointment.
ARTICLE 30 - GRIEVANCE AND ARBITRATION

30.1 Definition

"Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the Agreement, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, provided, however, that such term shall not include any matter involving an employee's classification or allocation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law, or as to any matter as to which the AUTHORITY is without authority to act.

30.2 Procedure

The grievance procedure shall be as follows:

Prior to initiating a formal written grievance pursuant to this Article, an employee or the UNION shall attempt to resolve disputes subject to this Article informally with the appropriate immediate supervisor.

A. Step One

The employee or the UNION shall present the grievance in writing on forms to be provided by the AUTHORITY to the employee's immediate supervisor who is not a member of this bargaining unit or to the person who has been designated by the AUTHORITY for such purpose at the appropriate local level, not later than forty-five (45) calendar days after the date on which the act or omission giving rise to the grievance occurred. The person so designated to receive grievances may require the grievant to meet with the grievant's immediate supervisor in an effort to settle the grievance informally. The person receiving the grievance shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or the UNION in writing, on forms to be provided by the AUTHORITY, within ten (10) working days following the date of submission. The term "working day" as used in this Article shall mean Monday through Friday, excluding holidays.

B. Step Two

In the event the employee or the UNION wishes to appeal an unsatisfactory decision at Step One, the appeal must be presented in writing on forms to be provided by the AUTHORITY within fifteen (15) working days of the receipt of the Step One decision, to the person designated by the AUTHORITY for such a purpose. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step One. Such appeal shall contain a brief statement of the grievance and specific reference to the section of this Agreement which the employee or the UNION claims to have been violated. A person designated to process the appeal at Step Two shall meet with the employee or the UNION within fifteen (15) working days after receipt of the appeal for a review of the grievance and shall issue a written decision to the employee or the UNION by the end of the fifteenth (15th) working day following the day on which the appeal was heard.

C. Step Three

1. An appeal from an unsatisfactory decision at Step Two shall be presented in writing by the employee or the UNION within ten (10) working days of receipt of the Step Two decision to the Executive Director of the AUTHORITY. The Executive Director shall
schedule a Step Three review within fifteen (15) working days of a request for an appeal of the Step Two decision and shall issue a decision in writing to the employee and to the UNION within ten (10) working days after the date on which the review was held. The appeal to the Executive Director shall contain a copy of the decision at Step One and Two, together with all documents which the grievant relies upon in the appeal.

2. The UNION may initiate grievances involving employees in more than one bridge site at this Step.

3. The AUTHORITY may advance grievances directly to this Step.

4. An employee may represent him/herself or may be represented by the UNION in processing his/her grievance at Steps One through Three of the grievance procedure.

5. Grievance forms shall be mutually agreed upon by the AUTHORITY and by the UNION.

D. Step Four

1. An appeal to arbitration from an unsatisfactory decision at Step Three may be made by either the UNION or the AUTHORITY within thirty (30) working days of the receipt of the Step Three decision by filing a notice of arbitration with the New York Public Employment Relations Board. The notice shall identify the Agreement provision in dispute, the issue or issues to be determined, the department and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall meet to select an arbitrator from a panel established by the Public Employment Relations Board upon mutual agreement by the AUTHORITY and the UNION. The method of selecting and the selection of the panel and the method of designation of the individual arbitrator for a particular case shall be agreed upon by the AUTHORITY and the UNION provided, however, that it is contemplated that the essential method of selection of the arbitrator for a particular case shall be by agreement, and failing such agreement, then by lot from the panel.

2. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his/her decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provision of CPLR Article 78.

3. All fees and expenses of the arbitrator and stenographer which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

30.3 Time Limits

A. The time limits contained in this Article may be extended by mutual agreement. The time for presenting a Step One grievance shall be extended by the time an employee is absent from the job through illness or disability, provided such illness or disability extends for at least ten (10) calendar days.

B. Failure to answer a grievance within the time limits prescribed in any step of the grievance procedure shall permit the employee, or the UNION, as the case may be, to progress the grievance to the next step for decision.
C. Any grievance decision not appealed by the employee or the UNION, as the case may be, to the next step of the grievance procedure within the time limits prescribed herein shall be considered by the UNION and the employees to be settled on the basis of such a decision.

30.4 Settlement of Award

A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than forty-five (45) days prior to the date the grievance was first presented in accordance with this Article or the date the grievance occurred, whichever is the later date.

30.5 Settlement of Grievance (Step One-Step Three)

A settlement of a grievance at Step One through Step Three shall only constitute precedent in other future cases if the Executive Director or Deputy Executive Director and the UNION agree that such settlement shall have such effect.
ARTICLE 31 - NO DISCRIMINATION

The parties agree not to discriminate against any employee with regard to race, creed, color, national origin, sex, age, marital status or the proper exercise by an employee of the rights guaranteed by Law or the provisions of this Agreement.

An employee may grieve through the grievance procedure, excluding arbitration, for any complaints under this Article. An employee not satisfied with the resolution of the grievance shall be free to pursue the complaint through any appropriate local, State or Federal Agency.

ARTICLE 32 - BENEFITS GUARANTEED

With respect to matters not covered by this Agreement, the AUTHORITY will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to the UNION; and, when appropriate, without negotiations with the UNION; provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the AUTHORITY by Article 5 of this Agreement.
ARTICLE 33 – OVERTIME

33.1 Definition

All employees of the AUTHORITY covered by this AGREEMENT shall receive compensation for work performed in excess of their regular work week at a rate equal to one and one-half times their hourly rate of compensation.

A. For the purpose of computing total hours worked in a week, time during which an employee is excused from work because of holiday, sick leave at full pay, vacation, personal leave, or other leave at full pay shall be considered as time worked by the employee.

B. The smallest unit of time to be credited as overtime in any one day shall be one-quarter hour.

C. When the overtime is worked in a position which is allocated to a higher salary grade than the grade of the employee’s regular position, he/she shall be compensated for work in excess of forty (40) hours at one and one-half times the hourly rate of compensation he/she would be entitled to if he/she were permanently promoted to the higher position.

D. The hourly rate of compensation shall be determined by dividing the basic annual rate of compensation by 2000.

E. Employees shall be paid for overtime, hazardous, shift, Senior Toll Collector, and other hourly differentials, as well as requested holiday wages, bi-weekly.

F. In the event of the death of any employee, his/her estate or beneficiary shall be paid the monetary values of his accumulated overtime.

G. All permanent collectors and maintenance employees are subject to be called to work overtime and each employee must report for work when called.

It is understood by the parties that the AUTHORITY may call Casual Toll Collectors before calling Permanent Collectors and that maintenance employees shall not be called to cover any scheduled and approved time off indicated as such on the work schedules posted at each work location.

Coverage of any time off approved by the AUTHORITY after the posting of a work schedule shall be offered to a permanent employee provided that he or she is on a pass day before being offered to a Casual Toll Collector.

In the event of any extended illness or injury of a permanent employee resulting in absence in excess of five (5) consecutive days, the AUTHORITY shall have the option of covering the position with either a permanent or Casual Toll Collector after the fifth (5th) day.

H. To the extent practical, the assignment of overtime work will be made based on an equal sharing of overtime by all those who have identified themselves as available and who are capable of the work to be offered.

Unless otherwise agreed to in writing by both parties, the following procedure will govern:
For overtime assignment purposes each Bridge Manager will prepare and maintain separate Overtime Rosters for Toll Collectors and for Maintenance Staff. The rosters shall be displayed on the facility bulletin board and list the names of all those employees who desire to work overtime in seniority order.

On or about August first of each year the rosters will be cleared of all past hours of overtime worked and refused. Each employee will begin the year with no hours accumulated.

Thereafter, the roster will be continuously updated to reflect total overtime hours worked and offered. A call made to an eligible employee shall be considered as overtime offered subject to the following provisions:

1. The calls made are logged at the facility for use in evaluations;
2. The phone is allowed to ring until answered or for at least 9 rings, and;
3. Employees may provide an alternate number in lieu of the number on file.

Calls offering overtime will be made in ascending order according to hours accumulated. The employee with the lowest number of hours will be called first. The employee with the highest will be called last.

Calls will not usually be made to employees on approved leave. In the event employees on leave are called, they will not be charged hours if they reject the offer or fail to respond.

In the event a new employee or an employee not previously available for overtime declares the desire to become available during the year, his or her account in the ledger shall be commenced as though he or she had been already offered the same number of hours to date as those offered to the employee with the highest number of hours then on his or her record.

It is understood by all parties that the AUTHORITY retains the right to require each and every employee to report for work, including overtime, when so called.

I. When called to work in an emergency before or after an employee's regularly scheduled working hours, such employee shall be paid a minimum of four (4) hours pay at a rate equal to one and one-half times the employee's hourly rate of compensation. If the call shall be for a period of not more than one (1) hour immediately preceding the employee's regular shift, such period shall be paid at the regular overtime rate but shall not require a four (4) hour minimum payment. Hours worked continuously beyond the end of the employee's regular work day will be paid as otherwise required by this article, but shall not be subject to the four hour minimum. In all cases, hours worked shall begin when the employee reports, ready to begin work, to the person in charge of the facility.

J. When employees are required or requested to work beyond sixteen (16) consecutive hours, all such hours beyond sixteen (16) shall be compensated at double the hourly rate of compensation.

K. An employee who has been absent as a result of illness shall not be considered available or desiring to work overtime until he or she has returned to work a regularly scheduled shift. For the purpose of this paragraph an employee's permitted use of sick leave for other than actual illness will not be considered absence as a result of illness.
L. Nothing herein shall be construed to require the AUTHORITY to offer work in excess of 40 hours per week to any employee in order to replace another employee who is on leave without pay or otherwise absent without benefit of accrued leave.

### 33.2 Office Bonus

Lump sums of $1,200.00 will be paid on or about September 30th and March 31st of each year to all office personnel as defined in Article 2.

Any new employees will have this amount pro-rated from his or her date of employment. Any employee who changes position and moves to office personnel will also be pro-rated.

Any eligible AUTHORITY employee on May 3, 2001, shall continue to receive this lump sum payment so long as such eligible employee remains employed with the AUTHORITY in an eligible position, even if such employee’s position with the AUTHORITY is removed from the bargaining unit, either by this Agreement or any subsequent agreement.
ARTICLE 34 - UNIFORMS AND WORK CLOTHES

34.1 Collector Uniforms

A. The AUTHORITY shall supply Collectors with uniforms which shall consist of:

- one (1) winter hat,
- one (1) summer hat,
- two (2) pairs of winter trousers (or skirts if preferred by female collectors),
- four (4) winter shirts,
- four (4) summer shirts,
- one (1) turtleneck dickie, turtleneck shirt or mock turtleneck shirt (if requested),
- one (1) sweater,
- one (1) belt,
- two (2) neckties,
- one (1) windbreaker type jacket,
- one (1) winter coat.

These clothes shall remain the property of the AUTHORITY and shall be cleaned and pressed at the AUTHORITY's expense. New clothing shall be issued whenever, in the judgment of the Bridge Manager, replacement shall be necessary to maintain the neat, well dressed appearance of each Collector.

B. When new clothing is issued, the clothing being replaced must be returned to the AUTHORITY.

C. Collectors shall be required to wear black polishable shoes whenever on duty. The AUTHORITY shall compensate each permanent Collector for the cost of purchasing and maintaining such shoes with a $125 lump sum payment to be made on or about May 1st of each year to all those permanent Collectors actively employed by the AUTHORITY on that date.

D. Collectors shall remain in uniform at all times when on duty, except that the wearing of AUTHORITY approved hats shall be left to the discretion of each Collector.

E. Collectors shall, at all times, present a clean and neat public appearance in the performance of their duties and shall not wear any ornamentation, jewelry or other decorative devices, or such cosmetics or makeup that detract from the appearance of the uniform. The AUTHORITY shall have the right to issue, from time to time and upon consultation with the UNION, such regulations as shall be necessary to encourage and maintain Collector appearance.

F. The AUTHORITY shall provide each Collector with a plate bearing the Collector’s last three digits of his or her AUTHORITY employment number. Such plates shall be displayed in the appropriate bracket on the outside of the toll booth at all times when a Collector is on duty collecting tolls.
34.2 Maintenance Clothing

A. On or about May 1st of each year the AUTHORITY will supply each maintenance employee with two pairs of work pants, two work shirts, two coveralls and six tee shirts. On or about October 1st of each year the AUTHORITY will supply each maintenance employee with two pairs of work pants, two work shirts, two insulated coveralls and two pairs of winter gloves.

B. In addition, on May 1st of each odd numbered year, the AUTHORITY will supply each Maintenance Employee with one (1) new spring coat or jacket, and on October 1st of each even numbered year, the AUTHORITY will supply each Maintenance Employee with one (1) new hooded winter coat or jacket.

C. Such clothing shall become the property of the employee, subject to the understanding that it is issued for use at the AUTHORITY'S premises and in connection with the employee's duties. Each employee shall be responsible for the maintenance, good condition, and availability of such clothing for use in the performance of his or her AUTHORITY duties.

D. Maintenance employees shall be required to wear steel toe safety shoes at all times on duty, except when assigned to activities requiring climbing. When climbing, maintenance employees will be required to wear appropriate shoes approved by the Manager of Maintenance Programs. The AUTHORITY shall compensate each Maintenance employee for the cost of purchasing and maintaining such shoes with a $125.00 lump sum payment to be made on or about May 1st of each year to those Maintenance employees actively employed as of that date. A second $125.00 lump sum payment shall be made at the same time to all those Maintenance employees who have completed annual qualification as climbers for the year by that date.

E. The AUTHORITY shall also have an adequate supply of knee high boots and other appropriate foul weather clothing at each bridge for use as needed.

F. Maintenance employees shall wear the clothing provided by the AUTHORITY while on duty unless otherwise directed or permitted by the Manager of Maintenance Programs.
34.3 Electronic Toll Maintenance Technicians Clothing

A. Electronic Toll Maintenance Technicians (ETMT) shall be required to wear steel toe safety shoes at all times on duty, except when assigned to activities requiring climbing. When climbing, Electronic Toll Maintenance Technicians will be required to wear appropriate shoes approved by the Manager of Maintenance Programs. The AUTHORITY shall compensate Electronic Toll Maintenance Technicians for the cost of purchasing and maintaining such shoes with a lump sum payment of $125.00 on or about May 1st of each year to all those Electronic Toll Maintenance Technicians actively employed as of that date. A second $125.00 lump sum payment shall be made at the same time to all those Electronic Toll Maintenance Technicians who have completed annual qualification as climbers for the year by that date.

B. On or about May 1st each year the AUTHORITY will supply each Electronic Toll Maintenance Technician (ETMT) with two (2) pair of work pants, two (2) work shirts, one (1) coverall or bib pants and 6 (six) tee shirts. On or about October 1st of each year the AUTHORITY will supply each ETMT with two (2) pair of work pants, two (2) work shirts, one (1) insulated coverall or bib pants and two (2) pair of winter gloves.

In addition, on May 1st of alternating years, the AUTHORITY will supply each ETMT with one (1) spring coat or jacket, and on October 1st of alternating years the AUTHORITY will supply each ETMT with one (1) hooded winter coat or jacket.

C. ETMT’s shall wear the clothing provided by the AUTHORITY while on duty unless otherwise directed or permitted by the Director of Information Technology.
ARTICLE 35 - MEAL ALLOWANCE

No meal unit will be paid to any employee who is called in to work with more than sixteen (16) hours notice.

One meal unit will be paid to any permanent employee, for each four (4) hours actually worked, when that employee is called in to work with less than sixteen (16) hours notice.

One meal unit will be paid to maintenance employees who are away from their assigned bridge on AUTHORITY business during their normal lunch break time. Meal units will not be paid to an employee making a courier run between facilities unless extraordinary circumstances result in such substantial delay to the normal lunch period that the employee is required to obtain sustenance off premises to maintain health or performance capability.

Meal units will be paid to employees during the next regular business day.

A meal unit is valued at $8.00.
ARTICLE 36 – MISCELLANEOUS

36.1 Time Accrual Records

The AUTHORITY shall provide each full-time employee with a report of earned time accruals thirteen (13) times per year, no later than two (2) weeks following the end of the most recent accrual period.

36.2 Relief Periods

Toll collectors and maintenance employees will be granted relief period in accordance with an agreed schedule of relief periods at the time of the signing of this contract. Each employee shall be provided with a fifteen (15) minute relief period in the first half of their shift, and a fifteen (15) minute relief period in the second half of their shift.

36.3 Lunch Period

Collectors will be allowed a period of forty-five (45) consecutive minutes each shift for eating purposes except in the event of an emergency. It is understood and agreed that collectors shall not leave the premises of their facility except on AUTHORITY business or with the expressed permission of the Bridge Manager. The practice of the paid forty-five (45) minute lunch taken on premises continues.

36.4 Maintenance Help Not Assigned to Other Duties

Maintenance employees will not be assigned to other duties when they could be working at assignments where they would be eligible to receive Hazardous Duty pay.

The AUTHORITY (acting through the Executive Director, the Chief Engineer or the Manager of Maintenance Programs) will retain discretion to determine the availability of such work, the number of persons to be assigned at any time and the specific additional skills required, if any. The assignment of Hazardous Duty work shall be based on an equal distribution of such work among qualified maintenance employees when they are available.

The AUTHORITY will provide the UNION with a copy of the Climber Certification List, and all updates to such list.

36.5 Hazardous Work Description

Hazardous pay will be paid to an employee when he/she does Hazardous work on the bridge or does hazardous work relating to repair of the street lights on the approaches. Hazardous work on the bridge is defined as alongside or under the deck ("over the rail") or having the lowest part of the body more than ten (10) feet above the deck. Replacing a missing outer rail is hazardous work. Hazardous work relating to street lights on the approaches is defined as having the lowest part of the body more than ten (10) feet above the ground. Work performed by employees on the inspection walk of each bridge is considered to be hazardous work.

No hazardous pay will be paid for work around the canopy of the toll plaza or the buildings. The word bridges shall mean from abutment to abutment on all the bridges, but shall include the east approach of the Mid-Hudson Bridge from the east abutment to Clover Street. Hazardous work on the bridge over 9-W at the west approach of the Mid-Hudson Bridge and also the I-84 bridge over 9-W and the Balmville Road Bridge over I-84 on the west approach of the Newburgh-Beacon Bridge shall be included in hazardous pay.

No employee will be required to undertake hazardous duty climbing unaccompanied.
36.6 Hazardous Pay

Maintenance employees assigned to hazardous work shall receive, in addition to their normal rate of compensation, a differential as listed in Appendix E for each actual hour of hazardous work performed. However, when an employee repairs or replaces navigational pier lights or aviation tower lights the employee shall receive a minimum guarantee of four (4) hours of hazardous pay differential. There is a minimum guarantee of one hour of hazardous pay or actual time worked when hazardous duty is scheduled.

No deduction will be made from the time an employee spends on hazardous climbing duty work for work technically not in full compliance with the requirements for hazardous duty, if such work is performed at the job site immediately incidental to that employee’s ongoing hazardous duty climbing work.

36.7 Shift Differential Pay

The AUTHORITY shall pay a shift differential to all collectors and maintenance employees who work during the second and third shifts. The differentials are listed in Appendix E. The second shift differential shall be paid for each hour of actual work between 3:00 P.M. and 11:00 P.M. and the third shift differential shall be paid for each hour of actual work between 11:00 P.M. and 7:00 A.M., except that no shift differential will be paid to maintenance employees for work performed between 8:00 A.M. and 4:30 P.M.

36.8 Toll Collector Rotation

At Class A bridges, one Toll Collector may be assigned to each (the first, second and third) shift on a permanent basis. At Class B bridges, two Toll Collectors may be assigned to each (the first, second and third) shift on a permanent basis. Such shift assignments shall not include consistent days off. All such assignments shall be voluntary and selection from among those volunteering for such permanent assignments shall be made annually on the basis of seniority.

Except in the case of Senior Toll Collectors assigned to Class A bridges, all other Collector (Toll Collector and Senior Toll Collector) shift assignments, including those to shifts eligible for permanent assignment for which there are no volunteers, shall be made on a rotating basis.

To the extent practical and consistent with the AUTHORITY’S policy to avoid recurring shift staffing patterns, Collectors (Toll Collectors and Senior Toll Collectors) shall rotate between two shifts and shall be eligible to indicate annually (in order of seniority) the shift assignment to which they do not wish to be assigned.

The Senior Toll Collectors assigned to bridges at which only one (1) permanent Senior Toll Collector is assigned shall work a regular daytime shift.

36.9 Safety Program

The AUTHORITY will institute a safety program and will hold regularly scheduled meetings and will adopt a code of compliance regarding safety equipment that meets the standards required by the State Labor Law. The AUTHORITY agrees that a safety committee and a labor management committee shall be appointed by the President of the UNION and that these committees will meet with the AUTHORITY once every three (3) months.

36.10 Toll Collector as Senior Toll Collector
When a toll collector performs the duties of a senior toll collector or is assigned to train or break in a new toll collector or retrain a toll collector, he or she will be paid the senior toll collector differential listed in Appendix E in addition to his or her regular salary for the number of hours during which such work was performed. When a Toll Collector performs the duties of Gated Lane Attendant (GLA), he or she will be paid the differential listed in Appendix E. It is understood and agreed, however, that the AUTHORITY shall have absolute discretion over the assignment of collectors to GLA duty, training or break-in duties.

36.11 Toll Collector as Assistant Bridge Manager

When a toll collector or senior toll collector performs the duties of an Assistant Bridge Manager, the collector shall be paid a differential as listed in Appendix E in addition to his/her regular salary for the number of hours worked as an Assistant Bridge Manager.

36.12 Toll Collector as Sergeant

Toll Collectors at Class A bridges who are designated to be in charge of the facility during the hours when the bridge office is closed shall be paid the Senior Toll Collector hourly differential identified in Appendix E.

36.13 Annual Test for Pollution

The AUTHORITY agrees to arrange for annual tests of air quality and noise levels in the tollbooth areas. Tests are to be made in the presence of the shop steward at each bridge and copies of the results of the tests are to be given to each shop steward.

36.14 Eating Areas

The AUTHORITY agrees to provide clean and reasonable areas for the employees’ eating purposes.

36.15 Insect Elimination

The AUTHORITY agrees to make periodic examinations and endeavor to eliminate insects in the toll plaza area.

36.16 Suggestion Program

The AUTHORITY agrees to initiate a suggestion program whereby the employees can write suggestions. The AUTHORITY will evaluate each suggestion and make cash payments to the employee if the suggestion warrants a payment. This program will be patterned after the program now in effect with the Civil Service Department.

36.17 Volunteer Firemen Not Charged with Tardiness

The AUTHORITY agrees not to charge tardiness to an employee’s accruals for a volunteer fireman who is late reporting for work whenever he is engaged in fire-fighting provided the employee gives the Bridge Authority a valid letter signed by an officer of the Fire Company indicating that there was a fire and the time that fireman was dismissed from the fire.

Volunteer firefighters and ambulance squad personnel may respond to emergencies in their district provided their absence will not affect current operations, they receive management approval on a per-incident basis and they have accruals to cover their absence. The
absenteeism point received for such emergency response will be removed when proper
documentation is provided to management.

**36.18 Collection of Tolls**

The AUTHORITY shall maintain a procedure for the collection of tolls whenever a customer
does not have sufficient money.

**36.19 Senior Toll Collectors at Each Bridge**

The AUTHORITY shall maintain a Senior Toll Collector position at the Bear Mountain Bridge,
Kingston-Rhinecliff Bridge and the Rip Van Winkle Bridge. This position shall be used only on
the day shift. When the number of crossings on any one of the above mentioned bridges
reaches nine million during the calendar year, the AUTHORITY shall establish around-the-clock
coverage by Senior Toll Collectors at that bridge.

**36.20 Washing Machines**

The AUTHORITY will install an automatic washing machine in the maintenance department, at
each bridge, for washing employees' clothes.

**36.21 Blood Donation**

The AUTHORITY will allow employees enough time off to participate in the donation of blood.

**36.22 Medical Examination Reports**

The AUTHORITY will, upon the employee’s request, furnish copies of medical examination
reports to any employee required to submit to such medical examination.

**36.23 Union Grievance Hearings**

The AUTHORITY will allow employees who are parties to attend grievance and/or arbitration
hearings with no charge to their time records. The dates of the hearings would be set in
advance to cause the least type of inconvenience. It is the responsibility of the UNION to inform
employees whenever there is a grievance hearing.

**36.24 Payment for Completion of Collector Shift Report**

Each permanent Toll Collector, Senior Toll Collector or Maintenance Collector completing a shift
shall be credited with ten (10) additional minutes worked in compensation for the effort involved
in completing the Collector Shift Report and/or such other accounting as the AUTHORITY shall
require to properly close out a shift. Payment for this time shall be made in compliance with
Article 33.1.

**36.25 Stand-by For Snow Duty**

The AUTHORITY will pay any employee who is directed by the Bridge Manager or designee
one (1) hour’s pay for every four (4) hours on-call time and/or any portion thereof if called in
prior to any four (4) hour ordered stand-by for snow duty.
36.26 Personnel Records

No complaint or report adverse to an employee (other than normal classification and assignment status, payroll and attendance records, and pre-employment materials deemed by the AUTHORITY to be confidential) will be retained in the employee’s personnel file unless the employee has had an opportunity to read same and to provide a response to be filed therewith. Except for pre-employment materials deemed confidential, an employee may be permitted to examine the file at reasonable intervals and to make copies of items therein.

36.27 Probation

Upon appointment, a permanent employee will serve a probationary period of one year. If the probationary period is concluded in a manner satisfactory to the AUTHORITY, the employee may thereafter be removed from the title only for cause.
ARTICLE 37 - SENIORITY AND PROMOTIONS

37.1 Considerations

Time in service is to start from the first day of employment with the AUTHORITY for all basic benefits.

For all other purposes, seniority shall be determined by the time a person has in his or her department (Maintenance or Collecting) at the AUTHORITY.

When making reassignments and/or promotions whether temporary, provisional or permanent, the AUTHORITY shall consider the performance and qualifications of the full-time applicant employees which are relevant to the position to be filled. The senior most qualified full-time applicant employee shall be granted the reassignment or promotion.

37.2 Job Posting

A. Any advancement of an employee from a position in one title to a position in another title, within the bargaining unit, for which a higher maximum rate of pay is prescribed, shall be deemed a promotion and subject to a one year probationary period.

B. All job and promotional opportunities shall be posted conspicuously on designated bulletin boards readily accessible to all employees in all work locations and all offices prior to the examination or filling of the position to allow employees currently employed to apply for same.

C. In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the Bridge Authority shall first consider the qualifications of applicants who are currently employed before considering applicants from outside.

D. The CSEA President will receive timely copies of all job openings and postings and notice in writing of new hires.
ARTICLE 38 - EDUCATIONAL PROGRAM

The New York State Bridge Authority Educational Program consists of reimbursement of educational expenses for permanent employees taking courses which are beneficial to the AUTHORITY.

38.1 Procedure

An employee wishing to take educational courses will apply to the Human Resources Department and fill out the appropriate application form. The Director of Human Resources will make sure the form is correctly filled out and a copy of the course description has been attached to the form by the applicant. The Director of Human Resources and the Executive Director or his Deputy, will provide a recommendation, approve a level of reimbursement and return it to the applicant.

Upon successful completion of the course, the applicant must submit a voucher to the AUTHORITY requesting payment of the approved reimbursement. Attached to the voucher must be the approved application, proof of payment for the course and proof of successful completion.

38.2 Reimbursement

The AUTHORITY will reimburse up to 100% of the tuition at the discretion of the Director of Human Resources, the Executive Deputy Director and the Executive Director. This decision will be based on the benefit of the course to the AUTHORITY. For courses which appear to have no beneficial effect on the operation of the AUTHORITY, no reimbursement will be made.

38.3 Scheduling

It is anticipated that employees will avail themselves of courses that are scheduled outside their normal hours of employment. The AUTHORITY will attempt to adjust the schedules of employees who are assigned to positions with rotating shifts so that they will not have to work during the hours when approved courses are scheduled. It is understood, however, that the needs of the AUTHORITY and potential imposition on other employees will be considered important factors in any effort to adjust work hours.

38.4 Repayment

In the event an employee leaves AUTHORITY employment for any reason other than extended illness, disability, layoff, or death, the AUTHORITY shall have the right to deduct from their wages and cash benefits available at that time, the amount of any tuition reimbursement made within four years of the employee’s final day of employment.
ARTICLE 39 - BASIC WORK WEEK

39.1 Definition

The basic work week for annual salaried employees, other than those employed as casual collectors or on a part-time basis only and other than employees excluded from the application of overtime compensation shall be forty (40) hours.

39.2 Regular Work Days

A. A regular work day for Maintenance Employees shall include eight hours on duty (including two 15 minute breaks) and a 30-minute unpaid lunch which may be taken off premises.

Unless otherwise scheduled the maintenance work day shall be 8:00 a.m. to 4:30 p.m., and shall not be changed to some other shift without twenty-four (24) hours notice. The AUTHORITY has the right to schedule Maintenance Employees to shifts other than 8:00 a.m. to 4:30 p.m. and once the schedule is posted, a change will require a twenty-four (24) hour notice. If a maintenance employee scheduled to work 8:00 a.m. to 4:30 p.m. is called out to work prior to 8:00 a.m., the AUTHORITY will not terminate his/her regular work day between 8:00 a.m. and 4:30 p.m.

A maintenance employee called in to work eight hours on a Saturday, Sunday or holiday shall be permitted a 30 minute paid lunch within the eight hour shift.

B. A regular work day for Collectors shall include eight hours on duty (including two 15 minute breaks and one 45 minute paid lunch break which must be taken on premises while the employee remains on duty).

C. A regular work day for Office Employees shall include eight hours on duty. Individual schedules shall be determined by the Executive Director.

39.3 Shift Assignments

Shift and day off assignments shall not be made for the purpose of imposing discipline. Seniority in AUTHORITY service shall be considered as a factor in making assignments of shifts and days off along with competence, temperament and other factors which are reasonably related to the best interest of the service being rendered by the AUTHORITY and which are reasonably related to the assignment involved.
ARTICLE 40 - RECORD OF ATTENDANCE

Daily time records showing actual hours worked by each employee shall be maintained, provided, however, that the AUTHORITY may exempt from this requirement such executives, officers and employees who do not earn overtime, as it may designate. Employees exempt from maintaining daily time records showing actual hours worked shall maintain a daily record of absence and time and leave credits earned and used in accordance with these rules.

ARTICLE 41 – TARDINESS

The AUTHORITY shall establish rules and schedules establishing penalties for tardiness. Such penalties shall not preclude disciplinary action in cases of excessive tardiness. In the event of public transportation difficulties, strikes, severe storms or flood, or similar uncontrollable conditions affecting a group of employees, tardiness may be excused by the AUTHORITY.

ARTICLE 42 - FREE PASSAGE

A. The AUTHORITY shall allow any privately owned passenger vehicle operated by a permanent full-time employee, or by his or her spouse, or by a casual employee currently certified by the AUTHORITY for employment, free passage over any bridge under the jurisdiction of the AUTHORITY as long as such employee remains a full-time employee, or a certified casual employee. A privately owned vehicle operated by any other employee will be allowed free passage for the purpose of permitting such employee to come to or return home from his or her workplace. No right of free passage will be authorized for any vehicle operated by any employee or spouse engaged in any business or commercial activity other than on behalf of the AUTHORITY.

B. The AUTHORITY will allow employees who retire from the AUTHORITY with at least ten (10) years of service with the AUTHORITY, free passage over any bridge operated by the AUTHORITY for themselves and their spouses for the remainder of their lives respectively.

ARTICLE 43 - PROCEDURAL BOOK

The AUTHORITY agrees to compile a procedural memo book and place one copy in each bridge office, maintenance office and the headquarters and operations offices.

ARTICLE 44 – EXAMINATIONS

Employees who are scheduled to take a written Civil Service test will not be required to work during the eight-hour period immediately prior to the time the employee is scheduled for such test.
ARTICLE 45 – SAFETY

The AUTHORITY and the UNION agree that notwithstanding the fact that the AUTHORITY is exempt from many sections of the State Labor Law, a certain minimum standard of safety must be maintained at its facilities, and further that wherever practicable it will endeavor to provide and enforce safety standards, for the protection of employee well-being commensurate with those presently in effect in the private sector.

They further agree that employees are to perform their duties in a safe manner for their own protection as well as for the protection of the traveling public and AUTHORITY property.

ARTICLE 46 – ALCOHOLISM

The AUTHORITY agrees that alcoholism shall be treated as a sickness and not penalize the employee.

The AUTHORITY recognizes alcoholism as a treatable illness when it is defined as an employee’s consumption of any alcoholic beverage, which repeatedly interferes with work, attendance and/or personal health. The AUTHORITY agrees to postpone referral of formal charges against an above-defined alcoholic employee unless the employee refuses to seek professional treatment or fails to successfully complete treatment within one year from the date of postponement. This Article shall not be interpreted as effecting the AUTHORITY’S job performance requirements.
ARTICLE 47 - CASUAL TOLL COLLECTORS

47.1 Rate of Pay

Casual Toll Collectors shall be paid by the hour for the actual number of hours worked. The hourly rate of pay shall be the hiring rate for Toll Collectors (Grade 9) divided by 2080.

Casual Toll Collectors, who work on a major holiday, as defined in Article 11, shall be compensated at one and one-half times the regular hourly rate for work performed on those days.

47.2 Schedule

Casual Toll Collectors shall not be scheduled to work more than twenty-four (24) hours in any work week. Casual Toll Collectors shall not be permitted to work more than forty (40) hours in any work week. Notwithstanding the foregoing, the AUTHORITY may schedule up to fourteen (14) Casual Toll Collectors for up to thirty-two (32) hours of work. The AUTHORITY shall determine the participants in its sole discretion, upon the following conditions: (a) the Casual Toll Collector must agree to the scheduling in excess of twenty-four (24) hours per week; (b) the Casual Toll Collector must have worked for the AUTHORITY for not less than six (6) months; and (c) the Casual Toll Collector must have averaged fifty-six (56) hours per pay period over the previous employment quarter cycle unless the AUTHORITY in its discretion determines that an employee should be eligible based on the totality of the employee’s past work record.

47.3 Longevity

Casual Toll Collectors shall not be eligible for longevity raises.

47.4 Retiree

If a retired AUTHORITY Toll Collector becomes a Casual Toll Collector, they will receive pay in accordance with article 47.1

47.5 Shoes

Casual Toll Collectors shall be required to wear black polishable shoes whenever on duty. The AUTHORITY shall reimburse each Casual Toll Collector for the cost of purchasing and maintaining such shoes with a $75 lump sum payment to be made on or about May 1st of each year to all those Casual Toll Collectors actively employed by the AUTHORITY on that date.

47.6 Fringe Benefits

Casual Toll Collectors shall not be eligible for fringe benefits including, but not limited to, vacation, sick leave, holiday leave or personal leave.

Casual Toll Collectors may opt to participate in either the New York State Retirement System or the Bridge Authority Alternative Benefits Program. The Alternative Benefits Program shall make a cash payment to each participating collector equal to six (6) hours pay for each forty (40) hours worked. Payment will be made at the end of each contract year.

Casual Toll Collectors shall not be eligible for fringe benefits including, but not limited to, vacation, sick leave, holiday leave or personal leave. Notwithstanding the foregoing, Casual Toll Collectors who meet the thirty-two (32) hour scheduling provisions of Section 47.2 shall be eligible to enroll in the same health insurance benefit program provided to full-time AUTHORITY
employees. Casual Toll Collectors who do enroll in the health insurance benefit program shall not receive the six (6) hours of extra pay as set forth herein. The six (6) hour bonus earned up to the time of election to receive health benefits shall be pro-rated and paid to the Casual Toll Collector in the normal sequence.

47.7 Dental and Vision Programs

A Casual collector who wishes to participate in the AUTHORITY’S Dental and Vision Insurance Programs, as described in Article 8.2, may do so, provided that he or she contributes one hundred (100%) percent of the cost of such program on a monthly basis, payable no later than the first day of each month of coverage. Failure to make such payment in a timely manner shall void the coverage and, once voided, coverage shall not be renewable for a period of six (6) months.

47.8 Absences

On any day of scheduled work that a Casual Toll Collector fails to report for duty, such absence shall be recorded as unexcused, unless occasioned by a timely notice of bona fide illness or personal emergency. Any Casual collector who accumulates five (5) unexcused absences during a six-month certification period shall be removed from the AUTHORITY’S list of Casual Toll Collectors.

47.9 Holidays

Where Casual Toll Collectors are called upon to work on AUTHORITY holidays, the scheduling of such holiday work shall be based on equal sharing of duties among all Casual Toll Collectors.

47.10 Certification Period

Casual collectors shall be certified for periods not to exceed six (6) months, ending on June 30th and December 31st of each year, at the end of which they shall be evaluated on the basis of their performance and the AUTHORITY’S need for their services. Re-certification shall be at the AUTHORITY’S discretion. After the completion of thirty (30) consecutive months of employment during which a Casual collector has received a satisfactory or above evaluation, the employee will no longer be subject to the six months recertification.

47.11 Time for Shift Report

Each Casual Toll Collector completing a shift shall be credited with ten (10) additional minutes worked in compensation for the effort involved in completing the Collector Shift Report and/or such other accounting as the AUTHORITY shall require to properly close out a shift.
ARTICLE 48 - LEAVE FOR ATHLETIC COMPETITION

In accordance with Chapter 697 of the Laws of 1978, all AUTHORITY employees who qualify as a member of a U.S. team for athletic competition on the world, Olympic or Pan American level are granted a leave of absence with pay, not to exceed ninety (90) days a year, for the purpose of preparing for and engaging in such games.

ARTICLE 49 - DRIVER'S LICENSES

All collectors and maintenance employees are required to hold valid and appropriate New York State motor vehicle driver's licenses in order to be able to fully perform their assigned duties, ensure the safety of their co-workers and the traveling public, and to protect the AUTHORITY from unreasonable liability.

Collectors are required to hold a Class D, or better, operator license at the time of their first employment and are required to maintain such license in good standing at all times.

Maintenance employees are expected to obtain a valid Commercial Class B license with tank and airbrake endorsement, or better, within six months of the date of their first employment and to maintain such license in good standing at all times. The AUTHORITY will provide on the job training (incidental to regular work assignments) to new employees attempting to achieve compliance with this requirement, including supervised access to AUTHORITY vehicles for at least two test opportunities. The AUTHORITY will reimburse maintenance employees the difference in the cost of a Class D driver's license and that of a Commercial Driver's License with tank and air brake endorsement. In order to receive such reimbursement, the employee must submit proof of the expenditure.

All employees must inform the AUTHORITY immediately of any change in the status of their licenses.

Any revocation or suspension of such license, other than as a direct result of a disqualifying illness or handicap, shall result in the suspension of the employee from his or her employment until the restoration or renewal of the license, unless the Executive Director, in his sole discretion, shall make a positive determination that the employee can be assigned to alternative work, consistent with his or her title and the needs of the AUTHORITY, for which the lack of a license shall not be a factor.

For the purposes of this article, alcoholism as referred to in article 46 shall not be considered a disqualifying illness or handicap. Nothing herein shall be construed as to guarantee continued employment for anyone who is unable to meet the performance standards related to his or her title.
ARTICLE 50 - OUT OF SCHEDULE WORK

The term and all practices heretofore associated with the term Out of Schedule time or pay is abolished.

An employee called in to work prior to the start of his or her regular shift may, with the permission of his or her supervisor, leave work prior to the end of the regular shift, provided that the hours of the shift not worked are charged to available accrued leave or the first eight hours actually worked are paid at the straight time rate. Sick leave will not be deemed to be an available accrued leave for the purpose of this article. Additional advance approval for the use of the permitted accrued leave will not be required for this purpose.

In the event that such an employee has worked sixteen (16) hours continuously prior to the end of the regular shift, and the Bridge Manager or Assistant Manager in charge of his or her facility determines that it would be in the best interests of the employee, public safety, or the safety of other employees, the Manager may order the employee to leave the premises. Under those conditions only, the employee will be paid as though he or she were present for the full regular shift, with no charge to accruals.

ARTICLE 51 - CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire agreement between the AUTHORITY and the UNION, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with regard to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 52 – SEVERABILITY

52.1 Definition

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the AUTHORITY or State of funds made available through Federal law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of Federal funds which may be threatened.

52.2 Terms

Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the AUTHORITY or the right, remedies or duties of the UNION or employees under State Law.
ARTICLE 53 - APPROVAL OF THE LEGISLATURE

Pursuant to Law, it is agreed by and between the parties that any provisions of the 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.

ARTICLE 54 - DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 2008 through March 31, 2012.
AUTHORITY APPROVAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on October 15, 2009

NEW YORK STATE BRIDGE AUTHORITY

by

George S. Sillott, Executive Director
UNION APPROVAL

NEW YORK STATE BRIDGE AUTHORITY LOCAL 050, CIVIL SERVICE EMPLOYERS ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO

by Peter Bielawski
Peter Bielawski, President - CSEA

by Francine Byrne
Francine Byrne, Negotiating Team - CSEA

by Sue Ellen Eckert
Sue Ellen Eckert, Negotiating Team - CSEA

by Ryan Griffiths
Ryan Griffiths, Negotiating Team - CSEA

by Joseph Kozloski
Joseph Kozloski, Negotiating Team - CSEA

by Carlene Miller
Carlène Miller, Negotiating Team - CSEA

by John Schin
John Schin, Negotiating Team - CSEA

by Howard Baul
Howard Baul, CSEA Negotiator
## New York State Bridge Authority Salary Grade Schedule 3/20/08 - 3/18/09

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## APPENDIX C

### NEW YORK STATE BRIDGE AUTHORITY

#### SALARY GRADE SCHEDULE

**4/1/10 - 3/30/11**

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### APPENDIX E

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#### 25.A Maintenance Employee Working as Assistant Foreman:

| Grade 7 (Hourly) | 1.70 1.74 1.80 1.86 | 1.70 1.74 1.80 1.86 | 1.70 1.74 1.80 1.86 | 1.70 1.74 1.80 1.86 |
| Grade 8 (Hourly) | 0.85 0.87 0.90 0.93 | 0.85 0.87 0.90 0.93 | 0.85 0.87 0.90 0.93 | 0.85 0.87 0.90 0.93 |

#### 25.A Special Skills Laborer Out of Title (Hourly) (Includes Asst. Foreman)

| 2.00 2.25 2.50 2.75 | 2.00 2.25 2.50 2.75 | 2.00 2.25 2.50 2.75 | 2.00 2.25 2.50 2.75 |

#### 25.B Maintenance Foreman Hazardous Differential (Biweekly)

| 295.00 302.38 312.96 323.91 | 295.00 302.38 312.96 323.91 | 295.00 302.38 312.96 323.91 | 295.00 302.38 312.96 323.91 |
### Bargaining Unit Titles

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<td>C</td>
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Enrollment in the State Health Insurance Program (SHIP) is subject to the rules and regulations of the Program which generally impose limitations on the ability of employees to cancel or commence enrollment.

On May 3, 1991 the New York State Department of Civil Service notified the New York State Bridge Authority that the following policy was in effect for an employee who has cancelled or declined coverage in the State Insurance Program and who wishes to return to the Program because coverage under the spouse's health insurance plan has ended. This policy is applicable both to persons who wish to enroll in the Empire Plan and persons who wish to enroll in a Health Maintenance Organization (HMO) which is offered through the State Program.

A. If the request is made on or before the date the other coverage terminates, or within seven days thereafter, coverage will become effective on the date following the date the other coverage ends.

B. If the request is made more than seven days but less than one month after the other coverage terminates, coverage will begin on the first day of the month following the date of application.

C. If the request is made one month or more after the other coverage terminates, coverage will become effective the first day of the third month following the date of application.

This policy is, of course, subject to change by SHIP without notice.
January 28, 1986

Ms. Barbara Hembree
Bear Mountain Bridge
Fort Montgomery, NY 10922

Dear Ms. Hembree:

Employees working at the Bear Mountain Bridge as of the November 22, 1985 ratification of the 1985-1988 AUTHORITY/UNION Agreement shall receive a geographic differential in the following amounts:

- April 1, 1985 - March 31, 1986 - $200/annum
- April 1, 1986 - March 31, 1987 - $400/annum
- April 1, 1987 - March 31, 1988 - $600/annum

Employees assigned to the Bear Mountain Bridge after the ratification of this Agreement are not eligible to receive any geographic differential.

The AUTHORITY recognizes that the above mentioned differential is protected in the same manner as provisions of the Collective Bargaining Agreement if said agreement expires without a successor agreement in effect as of April 1, 1988.

The AUTHORITY recognizes the right of the UNION to make proposals pertaining to geographic differential in succeeding negotiations.

Sincerely yours,

HENRY J. STANTON
Executive Director

HJS:bb
cc: Emanuele Vitale, C.S.E.A. Negotiation Representative
    Joseph Sesley, C.S.E.A. Unit President
APPENDIX I

New York State Bridge Authority
Absenteeism Policy

Absenteeism creates serious problems for the Bridge Authority and places an unnecessary burden and hardship on all employees, as well as management. Absenteeism creates the following problems: difficulty in serving customers, decreased morale in the workplace, additional expenses and increased operating inefficiencies. Of these, increased cost is perhaps the most often mentioned, but far larger is the problem of reduced morale among employees who make an effort to be present and on time day after day when others do not. The second greatest impact comes in serving our customers, primarily the commuters. The Bridge Authority has therefore adopted the following policy, which will be uniformly applied to all employees. The purpose of this policy is to treat all of our employees fairly, while operating our facilities in a manner which will provide the highest standards of service to our customers.

This policy will be enforced in a manner consistent with all applicable laws, including but not limited to the Family and Medical Leave Act, Americans with Disabilities Act and Workers’ Compensation statutes.

These policies will be effective on May 10, 2001. The AUTHORITY’s current Sick Leave lists will become null and void and the “charged absence” point system described herein will be followed. Employees will have a zero charged absence balance starting on the effective date of these policies.

Any reference herein to one gender shall include the other.

Absence Policy

1. Definitions

Absences fall into two classifications:

(a) Pre-approved Absences

Where possible, the Bridge Authority may honor bona fide requests for time off made sufficiently in advance to comply with policy. Such requests shall be subject to applicable rules and procedures governing employee absences as are in effect at the time of the request. If granted by the Bridge Authority, these requests will be considered pre-approved absences. Pre-approved absences may include medical, vacations, personal leave, holidays, jury duty, bereavement, military leave, absence due to work related injury and other approved leaves of absence. These pre-approved absences are not chargeable against an employee’s record for purposes of this policy. However, non-chargeable absences will still be deducted from an employee’s available accumulated leave accruals, as applicable.

(b) Charged Absences

All absences other than those described in Section 1(a) above will be charged against the employee’s record and may result in disciplinary action, up to and including discharge, as described below. Each separate full or partial day of absence will be counted as one charged absence, except as provided in Section 8(c) herein. Charged absences will be deducted from an employee’s available sick leave accruals, as applicable.
Record
A permanent departmental record will be kept of each employee’s absences, whether pre-approved or charged, over the length of employment with the Bridge Authority, beginning with the effective date of this policy. However, records over two years old will not be used for disciplinary purposes.

Points
An employee will accumulate one negative point for each charged absence on his record. For each consecutive 60 day period with no charged absences, employees may accumulate one positive point, up to a maximum of four.

2. Disciplinary Action for Absences

Disciplinary action will be recommended, as set forth below. All discipline is subject to the provisions of the New York State Civil Service Law and the bargaining agreement between the Bridge Authority and CSEA Local 050, and therefore the disciplinary recommendations shown below are subject to the outcome of the disciplinary process. These recommendations are for the guidance of employees and supervisors.

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<tr>
<td>Second Point</td>
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<td>Fourth Point</td>
<td>Second verbal counseling.</td>
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<tr>
<td>Fifth Point</td>
<td>First written warning and the employee will be required to provide a physician’s note for future absences.</td>
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<tr>
<td>Sixth Point</td>
<td>Second written warning.</td>
</tr>
<tr>
<td>Seventh Point</td>
<td>Third written warning and one day’s suspension without pay will be recommended to the Executive director, EAP Time Abuse Counseling recommended.</td>
</tr>
<tr>
<td>Eighth Point</td>
<td>Final written warning; three-day suspension without pay will be recommended to the Executive Director.</td>
</tr>
<tr>
<td>Ninth Point</td>
<td>Discharge will be recommended to the Executive Director.</td>
</tr>
</tbody>
</table>

3. Disciplinary Period

Disciplinary action will be based on a review of all accumulated absence points charged to the employee’s record for a period of two years preceding the absence in question, subject to the provisions of Section 4 below.
4. Forgiveness points

If an employee has no charged absence for 60 days following the date of the most recent charged absence, the employee’s oldest absence point will be removed from his record. For example, an employee has three points. On August 12 he calls out sick. He returns to work on August 13. This occurrence raises the employee’s point total to four. If that employee has no charged absence between August 13 and October 12, one point will be deducted from his total, leaving three points. This 60 day reduction will continue (provided no charged absences occur). Note: positive points will also be credited for those employees who continue to have no charged absences. This method of adding and subtracting points will be ongoing throughout an employee’s career at the Bridge Authority.

5. Counseling

After the third charged absence, the employee will be counseled by his supervisor regarding his attendance record. Additionally, it is recommended that the employee be counseled for time abuse at EAP. After the fourth charged absence, the employee will be counseled again by his supervisor regarding his attendance record and will be informed that the next charged absence will result in a written warning. A record of each verbal counseling will be placed in the employee’s personnel record.

6. Failure to Report Absences

An employee who fails to properly notify the Bridge Authority of an absence prior to their starting time, in accordance with Bridge Authority procedure as it exists at the date in question, shall immediately be subject to disciplinary action, up to and including discharge. If an employee is absent for three consecutive workdays without notifying the Bridge Authority, the employee will be subject to termination by close of business on the third day, unless such failure is for a reason deemed acceptable by the Bridge Authority. The absent employee is personally responsible for making contact with their supervisor or other departmental official.

7. Effect of Leave Time

These rules apply regardless of whether an employee has sick, vacation, administrative or other leave accruals available and is paid for the absence or not.

8. Medical Certificate

(a) Nothing herein contained shall be construed as precluding the Bridge Authority from requiring that an employee provide a doctor’s certificate upon return to work, or from requesting a review by the Bridge Authority’s own medical personnel to assure that a returning employee is fit to perform their job duties.

(b) An employee who has accumulated five or more points under this Policy must present an original medical certificate, in a form acceptable to the Bridge Authority, to their supervisor upon return to work from a charged absence of any length.

(c) Normally, each separate or partial day of absence will be counted as one charged absence. However, consecutive days of charged absence, or days separated only by an employee’s regular day(s) off or by holidays, will count as one charged absence no matter how many days are actually missed, provided that the employee presents an original medical certificate, in a form acceptable to the Bridge Authority, and specifically covering the entire period of absence, to their supervisor upon return to work.
Sick/Absent Policy Highlights

Pre-approved absences include sick, vacations, holidays, personal leave, jury duty, military leave and other approved leaves of absence. All other absences are Charged Absences.

An employee will accumulate one (1) point for each charged absence, regardless of the continuous length of the absence. (Whether one day or 30 consecutive working days, each would accumulate one point). However, if an acceptable doctor’s certificate is not provided for absences beyond one day, then each day will be counted as a separate charged absence.

Verbal counseling will be done by the immediate supervisor – AND MUST BE DOCUMENTED. A copy of the documentation will be sent to the Deputy Executive Director.

Written warning will come from the Bridge Manager. A copy of the warning will be sent to the Deputy Executive Director’s office.

Any employee who has accumulated five (5) or more points MUST produce a doctor’s certificate for EVERY absence, regardless of duration.

One point will be deducted from an employee’s total for each SIXTY-DAY period during which the employee has no charged absences.

This policy applies to ALL New York State Bridge Authority employees.
APPENDIX J  Side Letter Permanent Shift

NEW YORK STATE BRIDGE AUTHORITY
P.O. BOX 590 POUGHKEEPSIE, NEW YORK 12602
914-691-7245  FAX 914-691-3506

July 24, 1992

Mr. Rossie Smith
President
CSEA, Local 650
The Rip Van Winkle Bridge
Catskill, New York 12414

Dear Mr. Smith:

The purpose of this letter is to clarify the understanding of both the Authority and the Union concerning the application of paragraph 36.8 of the contract we have recently negotiated in connection with those Toll Collectors who have been regularly assigned, by choice, to permanent shifts in conformity with the wording of the previous contract.

It is agreed that the only persons affected by this clarification and the shifts they work are as follows:

Rip Van Winkle Bridge:  (None)

Kingston-Rhinecliff Bridge:  Vicki Carnamella  1st
                        Joseph Pugliesi  2nd
                        Sal Mazone  3rd

Mid-Hudson Bridge:  Bea Pelleia  1st
                     Frank Silvina  2nd
                     Jackie Fields  3rd
                     Emily  3rd

Newburgh- Beacon Bridge:  Viola Lyster  2nd
                         Carol Rivkin  3rd
                         Davy Smith  3rd
                         David Myzele  3rd

Bear Mountain Bridge:  John Schia  1st
                      Jean Mannigan  2nd
                      Dana Trippodo  3rd

It is agreed that so long as those persons choose to continue assignment to the shift they have worked (as indicated),
they shall be permitted to do so in the same manner as they have been prior to the ratification of the new contract.

Furthermore, it is agreed that no proper exercise of the right to vacation, personal or sick leave will be deemed to cause a break in such continuous assignment.

Finally, it is also agreed that in the event that the above named Toll Collectors do exercise the right to remain assigned to the shifts indicated, neither this letter nor the terms of paragraph 36.8 shall be read to create additional opportunities for permanent assignments in excess of the numbers indicated in paragraph 36.8. Those shift assignments occupied by the above named collectors under the terms of this letter shall be unavailable for assignment to others, until they abandon them by a break in continuous service.

Sincerely,

[Signature]

Henry J. Stanton
Executive Director

Accepted:

[Signature]

Date July 21, 1972

HJS:bb
APPENDIX K  Side Letter Vehicles

The Authority recognizes that there no longer exists a business purpose for allowing certain employees the use of Authority vehicles for commuting between their homes and work locations. The Authority also recognizes that a precedent had been set by allowing these employees to commute between their homes and work locations. Therefore, the Authority and the Union agree:

It will be up to the discretion of the Executive Director to permanently assign the use of these vehicles for commuting between home and work and;

to compensate the employees for the loss of this benefit with a one grade upgrade in their current respective step.

The following bargaining unit employees will receive a one grade upgrade in lieu of the use of an Authority assigned vehicle:

George H. Fong, Civil Engineer 1
Robert S. Emslie, Bridge Manager
Carol E. Petersen, Bridge Manager
William R. Sullivan, Bridge Manager
Scott M. Smith, Senior Bridge Manager
Dorothy Pruitt, Bridge Manager
Kenneth R. Knutsen, Bridge Maintenance Foreman (Class A Bridge)
Joseph J. Primo, Bridge Maintenance Foreman (Class A Bridge)
Donald Faulkner, Bridge Maintenance Foreman (Class B Bridge)
Joseph Cherny, Senior Maintenance Foreman
Richard Vacek, Bridge Maintenance Foreman (Class A Bridge)

When an above listed employee vacates their position for any reason, their successor, if any, will be compensated at the grade levels cited in Appendix F – Bargaining Unit Titles of the then current collective bargaining agreement with no vehicle assignment. Employees listed above will always be 1 grade higher as long as they maintain their current titles regardless of the facility.

This side letter agreement shall not set precedent for similar matters and remains in effect as long as the above listed employees remain in their title as of the date of this agreement.