

# VDT Contract Language

Thousands of New York City workers operate Video Display Terminals (VDTs) full-time. Because of the documented health hazards associated with VDT work, and the tremendous expense to employers for these injuries, in June of 1990, DC 37 and the City of New York negotiated terms and conditions for VDT operators. As a result, District Council 37 is in the forefront of protecting workers on the job. No other public sector collective bargaining agreement has such comprehensive contract language.

The collective bargaining agreement requires that both parties negotiate procurement standards which were promulgated under Mayoral executive order No. 1-91.

**Highlights of the purchasing standards for all new VDTs, and ancillary furniture and equipment**

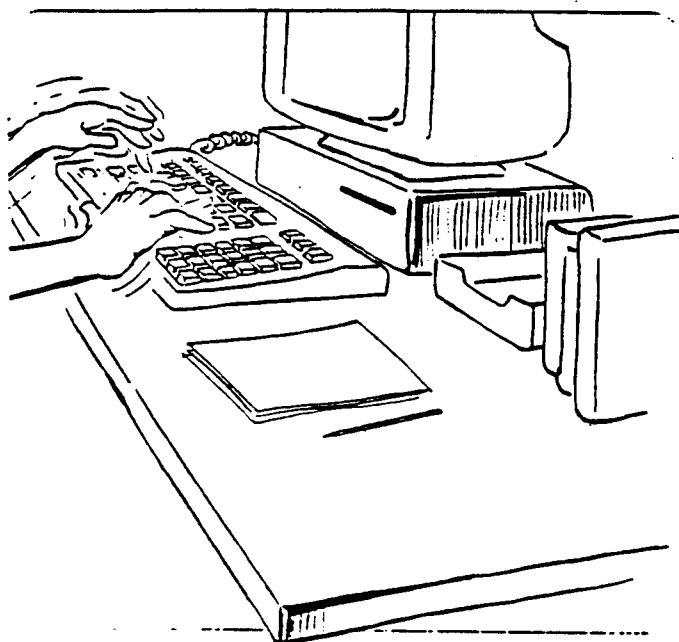
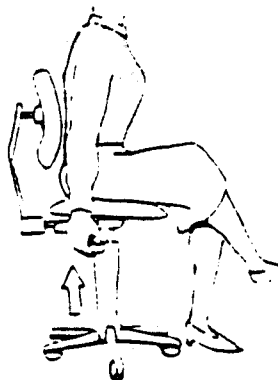
**VDTs must be:**

- adjustable for tilt and be capable of swiveling
- equipped with a detachable keyboard
- fitted with a glare reduction screen at worker's request



**Chairs must be:**

- adjustable from the seated position
- able to swivel and have a 5-pronged base
- upholstered with a perspiration-absorbing fabric



**Tables must include:**

- independently adjustable keyboard surface
- adequate workspace for documents, books, and equipment
- wrist and foot rests at worker's request

**Lighting levels must be adapted to the tasks involved. Glare must be reduced by the following methods:**

- correct position of the VDT in relation to natural and artificial light sources
- fitting of blinds or shades over windows
- provision of non-glossy matte paint on walls

**Workstations must be positioned in a manner that:**

- permits the worker to vary their focusing distance during rest breaks without leaving the workstation
- places a worker no less than 40" from the side or rear of a VDT

**Summary of Supplemental Agreement  
Concerning the Safe use of VDTs  
between DC 37 and the  
City of New York, HHC  
and Related Public Employers.**

**Applicability:**

The agreement modifies the current Citywide Agreement and applies to Mayoral Agencies, HHC and other agencies covered by the Citywide Agreement.

**Who is covered:**

- A. The agreement applies to all *full-time per annum* employees described in Article I Section 1 of the current citywide contract who regularly and for continuous periods of time operate VDTs 20 hours or more per week.
- B. In addition, *part-time* employees who works 20 hours or more per week on VDTs are covered by the Section on Alternative Work Breaks. All part-timers will benefit from provisions relating to Training and Equipment Standards.

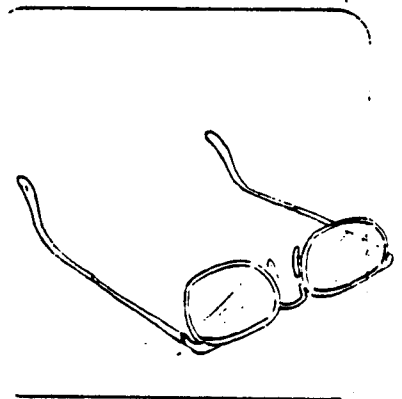
**Elements of the Agreement:**

- A. Alternative Work Break. Employees must be assigned to at least 15 minutes of alternative (less visually demanding) work after each two (2) consecutive hours of VDT work. This section does not provide any additional non-work break time.
- B. Alternative Work. Upon submission of proof an injury disability or pregnancy the agency shall make every effort to reassign you to alternative duties for up to one year. This provision applies only to full-time employees who work 20 hours or more per week on a VDT. The employee must submit proof that they are incapable of operating a VDT terminal.
- C. Training. Training modules on VDT operational safety shall be jointly developed by the Union and the employer for use in agency orientation programs and as part of the annual Right-to-Know training.
- D. Equipment and Ergonomic Standards
  - 1. Agreement establishes a standing VDT sub-committee of Citywide Safety and Health Committee which shall develop recommendations on procurement and ergonomic standards for equipment and furniture.
  - 2. The standards will be implemented by Mayoral Directive #1-91 and purchase of new



equipment and furniture shall be in compliance with the mayoral directive.

- 3. Agencies shall advise the Union of the installation and proposed utilization of new VDT equipment.
- 4. A complaint procedure utilizing agency Safety and Health Committees and the Citywide Office of Safety and Health is established to deal with violations of this section. An appeal mechanism through OMLR and an Arbitrator is established.
- E. Eye Exams and Corrective Lenses. A joint committee shall (within 3 months) recommend a Citywide program for:
  - 1. Base-line eye exam and follow-up exam every other year
  - 2. Corrective lenses if necessary
  - 3. Two-hour release time to take eye exam
  - 4. Establishing a cap on costs
- F. Dispute Resolution. An expedited two-step Union-initiated grievance and arbitration procedure is established.



\* Subject to election of coverage under the Citywide Agreement. Public employers not covered by the Citywide Agreement will require separate agreements.

(Applicability summary prepared by the DC 37 Research and Negotiations Department).